Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(3)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: SunPass/Toll-By-Plate Electronic Tolling Solution

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of *Contract No. RFP861* to TransCore LP for the conversion of the existing cash/C-Pass electronic toll system used at the Venetian and Rickenbacker Causeways to a SunPass/Toll-By-Plate Electronic Tolling (Solution).

An open and competitive Request for Proposals was issued on February 13, 2013 to obtain a turnkey, fully integrated Solution for Public Works and Waste Management (PWWM). The Solution will allow the County to process tolls via SunPass transponders or Toll-By-Plate functionality. The Solution will be interoperable with the Florida Turnpike Enterprise, the state entity tasked with collection of SunPass tolls. TransCore LP is capable of meeting all of the functional requirements outlined within the solicitation, including the development of pre-paid toll functionality that allows SunPass transponders to be programmed for travel on the Causeways for customers that meet the requirements to purchase the County's existing Annual Pass Plans. Additionally, TransCore LP will be responsible for providing all required hardware/equipment, software, implementation, customization, integration, testing, training, and maintenance and support services for the Solution. Lastly, TransCore LP has an established facility in Miramar that will allow for quick mobilization of resources and local dedicated support personnel to provide onsite services.

Through negotiations, staff was able to achieve a reduction of $289,331 from the proposed cost for the initial term and an additional reduction of $569,358 for the optional renewal periods, resulting in a total savings of $858,689. Additionally, negotiations yielded value added services and functionality to control electronic variable message signs directly from the Solution at no cost to the County. This will provide clear communications to the public traveling through the Causeways.

Scope

The impact of this item is countywide in nature. This project is expected to be completed by June 2014.

Fiscal Impact/Funding Source

PWWM is projecting, with the implementation of this project, an annual operational savings of approximately $1.1 million with the reduction of toll operations positions and associated costs. This savings will not be settled until the Interoperability Agreement is completed with the Florida Turnpike Enterprise.

The fiscal impact for the initial five year term of this contract is $4 million. If the County chooses to exercise the four, five year options to renew, the cumulative value will be $12 million. The proposed allocations are based on negotiated contract rates for implementation and future development and are budgeted as follows:

Department	Allocation	Funding Source	Contract Manager
Public Works and Waste Management	$4,000,000	Proprietary Causeway Revenues	Aneisha Daniel
Total	**$4,000,000**		

Track Record/Monitor

The contract manager for PWWM is listed in the table above. Beth Goldsmith of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

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

Vendor Recommended for Award

Awardee	Address	Principal
TransCore LP	8158 Adams Drive, Liberty Centre, Building 200 Hummelstown, PA 17036	James Wilson

Vendors Not Recommended for Award

None

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Bid Preference and Local Preference was applied in accordance with the Ordinances.
- The Living Wage Ordinance does not apply.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

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

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
5-7-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $4,000,000, OR $12,000,000 IF THE FOUR, FIVE-YEAR OPTION-TO-RENEW PERIODS ARE EXERCISED, WITH TRANSCORE LP TO CONVERT THE EXISTING CASH AND C-PASS TOLL SYSTEM AT VENETIAN AND RICKENBACKER CAUSEWAYS TO SUNPASS/TOLL-BY-PLATE ELECTRONIC TOLLING, 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. 861

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 execution of an agreement in the amount of $4,000,000, or $12,000,000 if the four, five-year option-to-renew periods are exercised, with TransCore LP, 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 all 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. 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.

Eduardo W. Gonzalez

SunPass/Toll-By-Plate Electronic Tolling Solution

THIS SOFTWARE LICENSE, EQUIPMENT, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND TRANSCORE LP, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 8158 ADAMS DRIVE, HUMMELSTOWN, PENNSYLVANIA, 17036 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has submitted a written proposal dated March 7, 2013, 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 SunPass/Toll-By-Plate Electronic Tolling Solution for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The word "Competitor" to mean any firm, company, or person providing services or equipment related to electronic toll collection systems or services or Open Road Tolling systems or Customer Service Center and/or Violation Processing System, having a financial interest in such firm, company, or person, including any employee, officer, consultant or agent of such firm, company, or person

b) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 861 and all associated addenda, and the Contractor's Proposal.

c) The words "Contract Date" to mean the date on which this Agreement is effective.

d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

e) The word "Contractor" to mean TransCore LP and its permitted successors and assigns.

f) The words "County facility" to mean space, environment, and other facilities, provided by the County in connection with the use, operation, or maintenance of the Solution.

g) The word "Days" to mean Calendar Days.

h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the Software.

i) The words "Equipment" or "Devices" to mean the hardware products identified on Appendix A, "Scope of Services" to be provided by the Contractor to the County under this Agreement.

j) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

k) The word "Maintenance" to mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."

l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

n) The words "Software System" or "Software" to mean the computer programs in machine readable in both object code and source code and all data sets and auxiliary files used by such code, along within any media on which they reside listed in Appendix A, "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement, together with the proprietary information and trade secrets contained therein. Appendix A, "Scope of Services" may be amended from time to time by the parties in writing.

o) The word "Solution" to mean the Software System and Equipment as described in Appendix A, "Scope of Services."

p) The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."

q) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

r) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) any appendixes or attachments thereto, including the resultant Detailed Design Document (DDD) 3) Contractor's Proposal 4) Miami-Dade County's RFP No. 861 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be

deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for an additional four (4) five-year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. GRANT OF LICENSE

6.1 License. The Software and related materials and any copies, excluding Developed Works as outlined in Article 6.3, in whole or in part made pursuant to this Agreement shall be the sole and exclusive property of the Contractor.

6.2 Contractor grants to the County, its successors and assigns, a limited, non-exclusive, royalty-free, fully paid, license to the Software for County's own operations on the Equipment, or approved future equipment; provided,

however, that County shall have the right to re-locate the Software to a backup CPU, in the event that the licensed CPU fails or is withdrawn from service. Contractor authorizes the County to copy the System Software solely for its own internal use. The County shall not re-sell, supply or give the Software (source or executable code) to other parties. Contractor hereby authorizes County to copy the Software solely for the County's own internal use for restart purposes or to replace worn copy, provided the Software is used only on the Equipment, or approved future equipment.

6.3 Notwithstanding the foregoing, and any other provision under this Agreement, the County grants the Contractor a perpetual, royalty-free, irrevocable, worldwide, unlimited, exclusive license to use, operate, copy, customize, modify, and create derivative works from Contractor enhancements or modifications or customization or Developed Works of software and source code developed specifically for the County under this Agreement for other legal business purposes. As part of the license rights granted, the County shall provide all necessary documentation and source code required by Contractor to use such software for Contractor's intended purpose.

6.4 Any purchased Commercial Off the Shelf (COTS) and/or third party providers (inclusive of subcontractors and suppliers) of software provided under this Agreement shall be in the name of the County, so that the County may be made the licensee of such software subject to the standard terms and conditions of the respective COTS or third party providers (inclusive of subcontractors and suppliers) license agreements. COTS and/or third party providers (inclusive of subcontractors and suppliers) software source code is excluded from any escrow deposit requirements.

ARTICLE 7. NOTICE REQUIREMENTS

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

(1) To the County Project Manager:

Miami-Dade Public Works and Waste Management Department
2525 NW 62nd Street
5th Floor
Miami, Florida 33147

Attention: Aneisha Daniel and Michael Bauman
Phone: (305) 514-6630 / (305) 854-2468
E-mail: adaniel@miamidade.gov / mikeb@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Beth Goldsmith
Phone: (305) 375- 4417
Fax: (305) 375- 5688
E-Mail: bgoldsm@miamidade.gov

(2) To the Contractor

Transcore LP
9440 Carroll Park Drive
Suite 150
San Diego, CA 92121

Attention: Director of Contracts
Phone: (858)736-8270

E-mail: randy.lester@transcore.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 8. DELIVERY

8.1 Delivery of the Solution shall be according to Appendix A, "Scope of Services" and Appendix C, "Project Timeline". All services performed under this Agreement are contingent upon Final System Acceptance by the County.

8.2 Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation Solution to the County upon Final System Acceptance.

ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 10. PROTECTION OF SOFTWARE

10.1 No Reverse Engineering. The County agrees shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Software, in whole or in part.

10.2 Ownership. The County further acknowledges that all copies of the Software System in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein. The County shall not sell, lease, assign, sublicense, or otherwise transfer to any third party, directly or indirectly, the Software or any license or right granted hereunder, in whole or in part.

10.3 Exporting. The County will not export or re-export outside the United States, the Software, in whole or in part.

10.4 The County shall reproduce and include copyright and proprietary notices on all copies of the Software in the same form and manner that such copyright and proprietary notices are included on the Software by Contractor.

ARTICLE 11. SOFTWARE MODIFICATIONS

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

a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the

County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 12. IMPLEMENTATION SERVICES

a) The County shall accept or reject the Software System and/or Equipment within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.

b) If the Contractor fails to provide deliverables within the time specified or if the Software System and/or Equipment delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Equipment or may accept any item of Software System and/or Equipment and reject the balance of the delivered Software System and/or Equipment. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Equipment for such items of rejected Software System and/or Equipment within fifteen (15) business days of Contractor's receipt of the County's rejection notice.

c) The Contractor shall bear the risk of loss or damage to delivered Software System and/or Equipment until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage crises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

d) Contractor agrees to install the Software System at the County's facilities. Contractor agrees to commence installation of the Software System according to the Implementation Timeline set for in Appendix C unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Implementation Schedule, so that such Software System is in good working order and ready for use by the dates set forth in the Implementation Timeline.

e) Contractor agrees to do all things necessary for proper implementation of the Software System and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Software System installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Software System. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

f) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in Appendix A, "Scope of Services", including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.

g) Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily

demonstrating and/or re-demonstrating system performance.

ARTICLE 13. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services. The software and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Timeline, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project Manager will coordinate all testing of the Solution and provide Final System Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final System Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
c) The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;

ARTICLE 14. REVIEWING DELIVERABLES

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

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

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

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

Furthermore:

a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

b) Unless an extension of time has been granted by the County, within five (5) business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:

- Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

- Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work is not completed in accordance with other provisions of this Agreement.

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

ARTICLE 15. SOLUTION WARRANTY

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that the Solution and all related components provided by the Contractor under the performance of this Agreement shall:

i. Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;

ii. Function properly and in conformity with the warranties in this Agreement;

iii. Meet the performance standards set forth in the Scope of Services and the Original Equipment Manufacture's published specifications.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment and related Software it provides.

In the event the Software does not satisfy the conditions of performance set forth in the Scope of Services, Solicitation, and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope of Services, Solicitation, and Contractor's proposal, in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

i. Any changes, modifications or maintenance or repairs not authorized by Contractor to the Software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any warranties herein.

ii.. THE WARRANTIES OF CONTRACTOR CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT AT THE LOCATION(s) SPECIFIED HEREIN. CONTRACTOR MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON ANY OTHER EQUIPMENT OR AT A LOCATION OTHER THAN THAT IDENTIFIED.

iii.. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, CONTRACTOR DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY. THERE SHALL BE NO LIABILITY ON THE PART OF CONTRACTOR FOR DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 16. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 15 "Solution Warranty".

ARTICLE 17. FEES AND PAYMENT

17.1 Fees. The County shall pay the Fees or other considerations for the Software, Equipment, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

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

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

17.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the

County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Public Works and Waste Management Department
2525 NW 62nd Street
5th Floor
Miami, Florida 33147

Attention: Aneisha Daniel
Phone: (305) 514-6630
E-mail: adaniel@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 18 . 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 the Internal Services Department, Procurement Management Division, 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. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, 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 $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000

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

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

or

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

Notification of cancellation of insurance shall be provided to the County Project Manager and County Contract Manager listed Article 7 with thirty (30) days in advance notice. The Contractor shall provide notification of any reduction in coverage immediately upon becoming aware of such reduction.

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

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

The Contractor shall be responsible for ensuring 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 within ten (10) calendar days 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 19. 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 20. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 21. 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 22. 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 Contractor's 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 comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of

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

ARTICLE 23. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

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 24. 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 25. 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.

Contractor's confidential or proprietary information generated or developed incidental to contract management and administration are not deemed a Documentation, Deliverable, Developed Works, nor work-for-hire under this Agreement, and are not subject to disclosure or unauthorized use without restriction by the Contractor, except if otherwise provided for by Florida's Public Records Law.

ARTICLE 26. 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 27. ASSIGNMENT

Neither the Contractor nor the County shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 28. 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the

accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 30. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

a) 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) 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) 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.

d) 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.

Notwithstanding the foregoing, in the event the County exercises this provision based on "with cause", then the County shall first provide the Contractor an opportunity to cure as provided under ARTICLE 33. Notice of Default - Opportunity To Cure. In the event the County elects to terminate "without cause", the County shall provide at least fifteen (15) days advance written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

h) With regard to the Software, This Agreement may also be terminated by the Contractor if the County fails to comply with any term or condition of this Agreement and fails to correct such noncompliance within 30 days in accordance with Article 33, after receipt of Contractor's written notification thereof or such longer period as Contractor may allow in writing.

Within 30 days after any termination of this Agreement, the County shall return to Contractor all copies of the Software supplied or made under this Agreement together with a signed letter certifying that the Contractor has discontinued all further use of the Software and that all copies have been returned to Contractor or that they have been destroyed.

ARTICLE 32. EVENT OF DEFAULT

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

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed 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 timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

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

a) actual lost revenues as defined in Article 53

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

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

ARTICLE 35. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may

prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 36. CONFIDENTIALITY

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

b) 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.

c) 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.

d) 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 37. PROPRIETARY INFORMATION

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

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

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

Contractor Proprietary Information. Notwithstanding the foregoing and any other provision in this Agreement, and subject to the limitations of Florida Public Records Laws, all drawings, technical manuals, software, and other technical data provided to the County pursuant to this Agreement is the proprietary information of the Contractor shall not be resold by the County or used or disclosed for any purpose other than in connection with the County's use of the goods and services provided hereunder. If the County discloses such proprietary information to a third party for a use authorized under this Agreement, prior to such disclosure, the County shall require such third party to execute a confidentiality agreement in a form acceptable to the Contractor. The County acknowledges that any unauthorized use or disclosure of such proprietary information will cause irreparable harm to Contractor. If the County violates the provisions of this paragraph, the Contractor may be entitled to obtain equitable relief to protect its interests herein, including, but not limited to, injunctive relief, as well as monetary damages. Prior to access to Contractor proprietary information pertaining to Encompass 6 Readers, any party requesting access shall first be required to execute a Contractor Encompass 6 Reader non-disclosure agreement.

ARTICLE 38. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, an irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County, excluding Competitors. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's

use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

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

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 40 INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, 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.

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) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General 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.

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 41. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to

the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

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

ARTICLE 42. 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, 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 43. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 44. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

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

ARTICLE 45. 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 46. GOVERNING LAW

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

ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

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

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

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

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

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

c) Contractor Compliance
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 32 of this Contract.

ARTICLE 48. SURVIVAL

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

ARTICLE 49. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. LIQUIDATED DAMAGES

The County and Contractor hereby agree that the delivery of completion of project milestones as outlined in Appendix A, "Scope of Services" are the essence of this Contract. Should the completion date described in Appendix C, "Implementation Timeline," not be achieved by the time specified (or as subsequently modified by mutual agreement of the parties), there may be deducted at the County's election, not as a penalty but as liquidated damages of Two Thousand Five Hundred Dollars ($2,500.00) per day for each and every calendar day of delay beyond the duration outlined in Appendix C.

Except with respect to defaults of Contractor's Subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the default or negligence of the Contractor, including delays resulting from the action or inaction of the County.

ARTICLE 52. TECHNICAL SUPPORT PERFORMANCE PENALTIES

The County has the option of assessing performance penalties for failure of the Contractor to meet the response and repair times required. Performance penalties will be applied at the following rates:

Toll Lane Equipment	Hourly Charge Per Lane	Peak Period Hourly Charge Per Lane
Response Time	$100	$200
Repair/Replacement Time	$200	$300

Peak period shall be defined as Saturdays and Sundays between the hours of 8 AM and 4 PM, as well as holidays and special events. The peak period resolution time requirement will be dependent upon the required repair, the circumstances in the lane and the ability to perform the repairs without closing the lane to traffic. The County will advise the Contractor in writing of its intent to assess performance penalties within 5 days of becoming aware of occurrence of any delay. The time frame for measurement of response time and the resolution time shall begin at the exact time the problem was reported to the Contractor. The time frame for the repair shall begin as soon as the Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the discretion of County, and performance penalty amounts may be withheld from payments.

ARTICLE 53. ACTUAL DAMAGES

In conditions in which the actual toll revenue losses cannot be recovered by the County from transaction from the customers, the Contractor will be held responsible for the greater of lost revenue or performance penalties due to equipment failure. The Contractor will be held responsible for these lost revenues when (1) the Contractor has been informed of the problem and does not respond and/or repair within the specified time periods, or (2) when it is determined that the equipment failure is a result of Contractor negligence and/or intentionally wrongful act. The County reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount, provided it provides detailed supporting documentation as to the transactions that comprise the estimate, which may be subject to dispute by the Contractor. Except with respect to defaults of Contractor's Subcontractors, the Contractor shall not be liable for actual toll revenue loss or performance penalties or estimated revenue loss that arise out of causes beyond the control and without the default or negligence of the Contractor, including delays resulting from the action or inaction of the County..

ARTICLE 54. SOFTWARE ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including, but not limited to all incremental releases and upgrades as well as any software customization or Developed Works created for the County. The terms and conditions associated with such software escrow services are outlined In Appendix E, "Escrow Agreement." Notwithstanding the forgoing and any other provision in this Agreement, Commercial Off The Shelf (COTS) and/or third party providers (inclusive of subcontractors and suppliers) of software is expressly excluded from escrow requirements, and subject to their respective license provisions.

Solely in the event of a release event under the Escrow Agreement, the Contractor grants to County, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates to the County, for the sole purpose of continuing the benefits afforded to the County under this Agreement, including the development of patches and upgrades solely for County's internal use. County shall have a right to modify and customize the Software, or to have the Software modified and customized by third-parties, excepting for a Competitor of Contractor. Should County require a third party, which is a Competitor, to modify the Software for County's business purposes, County must give Contractor written notice of the third party Competitor and receive Contractor's written consent thereto, which consent shall not be unreasonably withheld. Consent shall be considered to be received if a response is not provided by the Contractor within 30 days.

ARTICLE 55. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407.

ARTICLE 56 LIMITATION OF LIABILITY

a. Contractor's total liability to the County for any and all liabilities arising out of or related to this contract, from any cause or causes excluding property damage and personal injury or death, and regardless of the legal theory, including breach of contract, warranty, negligence, direct damages, liquidated damages, loss of revenue or actual damages, strict liability, statutory liability, or any indemnification obligation, shall not, in the aggregate, exceed the total value of the initial term the Agreement.

b. In no event shall either Contractor or the County be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages

c. Any claim by the County against Contractor relating to this contract, other than in warranty, must be made in writing and presented to Contractor within one (1) year after the earlier of: (1) the date on which the County accepts the deliverable at issue; or (2) the date on which Contractor completes performance of the services specified in this Contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

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

CONTRACTOR	MIAMI-DADE COUNTY
By:	By:
Name: James Wilson	Name:
Title: Senior VP	Title:
Date: 3/29/13	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency

SUZETTE A SERRANO-DIAZ
MY COMMISSION # EE196247
EXPIRES May 07 2016
(407) 398-0153 FloridaNotaryService.com

APPENDIX A – SCOPE OF SERVICES

Appendix A – Scope of Services

Project Description

The Project shall include the development, design, procurement, implementation, system testing and one year warranty of a toll collection system and back office solution meeting the specifics described herein. Contractor shall manage, plan, execute, and control all aspects of the Project. Contractor shall coordinate and report to the County or it's duly authorized representative all activities and shall document and report all Work in accordance with the contract.

Section 1 – Project Milestones

Milestone 1 – Notice to Proceed

Notice to Proceed (NTP) shall be defined as the date on which the Contractor receives notification of the issuance of the Blanket Purchase Order associated with the award of Contract No. RFP861.

Milestone 2 – Project Planning

The following requirements shall be submitted within 20 days following the issuance of NTP. Each shall be reviewed and updated by the Contractor every 30 days following the issuance of NTP.

a. Prepare and deliver the draft Project Management Plan (PMP). Contractor's management approach shall be described within the PMP and provide all components of an effective and efficient management system.

b. Develop a detailed project schedule for the development and testing the System.

c. Participate in meetings and presentations with the County, consultants, and others as requested. The Contractor's attendance at such meetings and presentations may require travel at the Contractor's expense.

d. Contractor shall also be responsible for coordinating its activities with the County and other entities that are directly or indirectly impacted by the Work. Contractor shall be responsible for documenting and reporting all Work in accordance with the requirements of the contract.

Within 10 days of receipt of the PMP, the Contractor will conduct a Project Initiation Conference. The purpose of the conference shall include, but not be limited to:

a. Introduce key personnel of the Contractor.

b. Review the overall design of the Project as based on the Contractor's proposal and project requirements.

c. Review key aspects of the PMP, the quality management plan, and the initial program schedule.

d. Review the preliminary requirements trace matrix and discuss any exceptions.

e. Discuss early project coordination.

The Contractor shall cooperatively develop an agenda for the Project Initiation Conference. The Contractor shall develop and deliver a presentation and any documentation to support the review of the proposal and aspects of the work to be performed by the Contractor.

Detailed Design Documentation

The Contractor shall provide functional narrative text, system and subsystem block diagrams, data flow diagrams, data structure diagrams, schematics, and any other graphic illustrations to demonstrate the technical adequacy of the system design approach and compliance for System Hardware and Software with quality assurance, reliability, maintainability, Software development, and other requirements of these specifications.

The Detailed Design Document (DDD) shall be reviewed by the County. The DDD is an extension of the contract and the Proposal. It shall include such detail as block diagrams, screen layouts, report formats, software design, testing

procedures, operational procedures, and other pertinent design documentation. A list of equipment for each function along with a description of its role shall be provided. Any equipment listed in the DDD that has not been listed in this Appendix A or the Contractor's Proposal, shall be accompanied by that equipment's specifications. Such equipment shall be provided at no increased cost to the County provided the Contractors design is not altered during design meetings.

The topics to be discussed in the DDD shall include at a minimum the following:

Tolling Segment design

1. Functionality

2. System function flow chart for each Tolling location

3. Hardware, specifications, and integration
    a. Project host server
    b. ETC subsystem
    c. DVAS subsystem
    d. AVC subsystem
    e. Image capture subsystem

4. Network communications
    a. Maintenance functionality
    b. MOMS
    c. Maintenance service and user interface

5. Software/database design
    a. Software specification
    b. Operating system
    c. Programming language
    d. Version management

6. Reports
    a. Performance compliance
    b. Revenue
        i. Toll transactions
        ii. Image transactions
        iii. Hourly, Daily, monthly, and yearly transactions by lane, class, revenue
        iv. Code-offs by lane and plaza, day, month
        v. Image tolls by lane and plaza, day, month
        vi. OCR performance report
    c. System Maintenance

The Contractor shall conduct a Design Review Meeting. The meeting shall be a formal presentation to the County covering the DDD on how the design and development of the Software and Hardware meet all project delivery, functional, and performance requirements. The meeting shall also include information on identified risks and the associated mitigation, and review the quality assurance methods that will verify and screen the implementation of the designed Solution. The meeting presentation shall last no more than one business day. Topic for the meeting should include, but not limited to, the major sections included in the DDD.

Milestone 3 – System Design and Development

Quality Management Plan

The Contractor is required to develop a quality program covering Solution design, Software development, and installation and testing of Software and equipment and procedures that follow all the elements indicated in this Section.

The Contractor has the responsibility for the quality of all services related to the design of the Solution by the Contractor, the installation of the tolling system by Contractor, and to allow the County due diligence in overseeing the Toll Systems Services processes and products.

Within 30 days of the NTP the Contractor shall prepare a Quality Management Plan (QMP) for the County's review and approval. The QMP shall outline the internal Quality Control (QC) and Quality Assurance (QA) procedures to be followed by the Contractor during the preparation of all Toll lane work, Software development, and Installation and Testing.

The QMP shall describe procedures for coordinating Toll Systems Services performed by different individuals in the same area, or in adjacent areas or related tasks to ensure that conflicts, omissions, or misalignments do not occur among design or installation document or between the drawings and the specifications. It shall also include the coordination of the review, approval, release, distribution, and revision of documents involving such parties.

Procedures shall:

- Ensure that Contractor personnel are familiar with all the provisions of the Contract concerning their respective responsibilities.
- Provide for the education, training, and certification, as appropriate, of personnel performing activities affecting or assessing the quality of the Work to assure that such personnel achieve and maintain reasonable proficiency.
- Ensure that the Work is performed according to the QMP, generally accepted practices for these types of services and the contract.

Lane System Specifications

Contractor shall design the Lane System for toll collection and shall meet the following standard specifications:

a. All travel lanes shall be instrumented for the capabilities to read SeGo and Allegro transponders deployed by all Florida Turnpike Enterprise (FTE) interoperable partners to classify vehicles and to capture video images. The system shall correctly detect, classify, and associate vehicles passing through the tolling segment either on, or between the traffic lanes or on or between the shoulder and shall correctly associate the vehicle with the correct classification as either a FTE toll transaction, annual plan customer or image transaction.

b. The Lane System shall correctly read the transponder regardless of the vehicles position within the instrumented travel lanes of the tolling segment and produce a toll transaction for vehicles that pass through the tolling segment.

c. The Lane System shall capture images of the front and rear license plates and associate the vehicle and vehicle class regardless of the vehicles position within the instrumented travel lanes of the travel segment for all vehicles regardless of whether a valid transponder read has occurred.

d. Supplemental lighting for the license plate image capture shall not distract motorists driving in either direction, nor shall it cause light pollution at tolling segments that are in proximity to neighborhoods.

e. For every vehicle, the Lane System shall record the measured classification for the vehicle.

f. Tolling segment components of the Lane System shall be configured to utilize a Tag status file of approximately 7 Million transponders. Each controller shall be able to determine the tag status for a transponder account status database of 7 Million tags.

g. The Lane System shall communicate with the host to receive tag status, fare schedules, etc., in the format required by either the County or the FTE. The Lane System shall communicate with the host to send all transaction data for both Open Road Tolling (ORT) and image transactions in the format required by either the County or the FTE Interoperability Business Rules.

h. The host and Customer Account Management System (CAMS) will be located at the Venetian plaza buildings and shall be capable of processing the data compiled by the toll system in the travel lanes, processing the data to and from FTE via the Uniform Financial Message (UFM) format., meeting the Interoperable Business Rules and Interface Control Document (ICD) requirements, and providing the system's standard reports and the reports required by the County.

i. The Lane System host shall communicate with the FTE Interoperable Host to exchange transaction data between agencies, for the collection of revenue, and for revenue reconciliation in the format required by either the County or Interoperability Business Rules.

j. The system shall be capable of operating for a minimum of 30 days without connection to the host, and shall store all transactions and image data in the tolling segment computer system for transfer when communication is reestablished.

k. The system shall be powered with a battery backup Uninterruptible Power Supply (UPS) system that provides sufficient backup power. The UPS shall provide a minimum of 15 minutes of operations after loss of utility power.

l. The Lane System shall be redundant so that no single point of failure can result in the complete loss of toll collection or enforcement in any lane (failures due to severed cables are excluded from this requirement). The system elements that need particular design attention are the AVC subsystem and tolling zone controller.

m. The Lane System shall self-monitor all components and report all anomalies in real time via Management Online Management System (MOMS) to be housed at the Contractor's location.

n. MOMS alert messages shall be transmitted to the toll system host and to the server located at an office identified by the County.

o. The Contractor shall respond automatically to MOMS alerts to satisfy agreed upon system response times as defined in Section 2.

p. The Contractor will assist the County in the completion of forms that are required for acquiring any needed FCC licenses for the operation of the Electronic Toll Collection (ETC) equipment at the tolling segments including the preparation of applications for the Authorities' signature. The County will pay the FCC fees if required for filing the applications.

q. The Lane System shall not separate a single vehicle or a vehicle towing a trailer or trailers into multiple vehicle transactions.

r. The Lane System shall accurately classify vehicles by axle under all weather and ambient light conditions during periods of peak and off-peak travel times in compliance with the following performance requirements:.

   i. Vehicle detection and separation of 99.5%
   ii. Vehicle classification accuracy (i.e. axel counts) of 99.5%
   iii. Vehicle/transponder correlation accuracy of 99.5%

s. The Lane System shall store all transactions for a period of one year and all violation transactions for a period of two years. All data beyond these periods will be stored in the tape backup of the system.

t. The image capture system shall be designed to ensure the capture of one or more readable license plate images. The images shall be color images that provide a Region of Interest that includes the vehicle license plate. The system shall be capable of processing the images by Optical Character Recognition (OCR). The system shall be designed to minimize the need for human image review with the OCR confidence rate established in compliance with the following performance requirements:

   i. Image correlation success of 99.5%
   ii. OCR attach rate of 85%
   iii. OCR accuracy rate of 95%

u. The fields of view of adjacent cameras shall overlap sufficiently so as to prevent image loss for vehicle plates that pass midway between the centers of view of the cameras.

v. The OCR image processor shall produce both the plate number and jurisdiction of issue for all types of license plates including motorcycle plates. The number of cameras as defined in this Section 1, Milestone 5 provided, camera orientation, and resolution shall be sufficient to support the image capture and OCR requirements and support redundancy for camera failure.

Hardware Requirements

Contractor shall provide all Hardware, Equipment and Software as defined in this Section 1, Milestone 5, required for the Toll Collection System and CAMS. Equipment shall be designed, fabricated, and tested to ensure that it operates satisfactorily without material degradation for a minimum of ten years. Expendable and consumable materials and supplies will not be included in this requirement. All equipment, supplies, and materials for this system shall be new and unused, when installed.

Replaceable and repairable modules shall be used whenever possible to simplify troubleshooting, reduce downtime, and reduce operational and maintenance costs. Components shall be designed to ensure in-lane calibration and operational verification is minimized.

All Tolling Segments shall be designed, installed, connected, and documented in a uniform manner. Uniform components shall be designed and configured for all Tolling Segments. Each Tolling Zone Controller and other system components shall be configured identically, with the same boards in the same slots, the same hardware and software, the same data storage, and the same connectivity.

All major assemblies (subassemblies, modules, and parts performing identical functions) shall be electrically and mechanically interchangeable.

All assemblies, subassemblies, and modules shall be readily accessible for removal, testing, or replacement without extensive removal of other modules or assemblies. Components shall be located so that there is visibility and access for the use of hand tools and standard test probes where maintenance is required.

Housings and Cabinets
The material and finish for new housings and cabinets shall be environmentally resistant to outdoor highway environments with wide temperature fluctuations. All cabinets and housings shall be fitted with required gaskets, grommets, and filters to prevent dust, dirt, smoke, moisture, or other contaminants from entering the enclosures in accordance with the application in which the equipment is employed.

Wires and Cables
All electrical wires and cables shall be installed point to point with no interruptions. All cables shall be labeled on each end. There shall be no exposed wires or cables. All electrical wires shall be properly insulated and protected to prevent wear and abrasion.

Tolling Business Requirements

a. The Contractor shall comply with all interoperability requirements and business rules established by the FTE Interoperability Committee including, but not limited to, the Interoperability Business Rule, ICD's, and amendments issued during the term of the contract.

b. The system shall provide reports for the reconciliation of revenue from Interoperable Authorities for use in comparing the systems reported transactions and revenue with the Statewide Interoperable Network Reports received. At a minimum the reconciliation report will provide:

    i. Transaction number
    ii. Tolling point (location)
    iii. Transponder number or license plate
    iv. Date and time (hour, minute, second)
    v. Disposition status/explanation

c. The system will automatically receive the Tag Validation Lists from FTE and updates exchanged by the Interoperable Authorities as they occur during the day. The Tag Validation List will contain as a minimum the Home Authority identifier, transponder identification number, license plate number, and transponder status for each Home Authority. The Tag Validation List shall be in use within the time specified in the Interoperability Interface Control Documents (ICD's). The system shall maintain a history of the Tag Validation Lists as required in the ICD.

d. Transactions shall be processed to the FTE and validated in accordance with the business rules and ICD's.

Violation Process
The system shall generate a violation status file and transmit it to FTE's violation processing center. The Host – to – VPC (Violation Processing Center) consists of the following file transfer:

Violation Status File (Pushed from the Host to the VPC)
When a Violation Status File is packaged for transmission, the sender must construct the File Header so that it contains all of the following required fields: Vehicle Classification, Toll Rate Calculation, and Plaza Identification. Once the File Header is constructed, the file contents are appended, and the entire file is transmitted to the appropriate directory location for processing.

Vehicle Classification
The system shall be capable of implementing axle based rate tables with rates established for 2, 3, 4, 5, and 6 axle vehicles.

Toll Rate Calculation
The system will use the rate tables to establish the transaction toll amount. The system shall be capable of calculating toll amounts using a standard per axle toll rate, a time of day toll rate, and a trip toll rate.

Plaza Identification
The system will create a plaza identification list that identifies the lane, location (Plaza name), and id number.

Reports
The Contractor will provide their standard reports. These reports will consist of information required to manage:

- System Maintenance
- Contractor Performance Reporting
- Transaction Processing (including classification and revenue by lane, plaza, or toll road)
- Transaction code offs
- Violation Processing

Milestone 4 – Software Development and Testing

The Solution will include the following specific customized component to be developed during the Software Development and Testing Milestone:

- Interface to FTE (UFM)
  - Transactions
  - Images
  - Database replication of tag lists, black list, fare updates
- Interface to Payment Gateway
  - Detailed specification to be provided during design phase
- Annual Pass Program
  - Recommend design review to determine operational and technical scope
  - The following Annual Passes will be provided:
    - Rickenbacker Resident Plan
    - Rickenbacker Commuter Plan
    - Rickenbacker Commuter- 4Plan
    - Rickenbacker Recreational Plan
    - Rickenbacker School Plan
    - Rickenbacker For-Hire Plan
    - Venetian Owner Plan
    - Venetian Commuter Plan
    - Venetian For-Hire Plan

This milestone shall also include CAMS configuration and testing.

Milestone 5 – Equipment Procurement and Assembly

The Contractor will provide Equipment Procurement and Assembly to include the following Solution components:

The Rickenbacker Toll Plaza will consist of two separate 2 lane ORT tolling zones traveling in the same direction under the center of the existing canopy structure. Infrastructure changes to the existing layout will be the responsibility of the County. Each zone will be outfitted with the following equipment:

- 2- Lane Server Blades
- 2- AVI Blades
- 4- VES Blades
- 2- ORT Controller Blades
- 3- IVIS Blades
- 2- OPUS Blades

- 5- Infinity Tip-Out Racks
- 2- DVAS Cameras
- 2- Lane System IVIS Sensors
- 4- Dual Camera VCARS
- ORT Backplane
- 2- OPUS Profiling Units
- Eaton 3.1 Kilovolt Uninterruptible Power Supply- one for all four dedicated AVI lanes and one for each ORT zone

The Venetian Toll Plaza will consist of four separate Dedicated ETC lanes utilizing the existing infrastructure. Any unanticipated infrastructure changes to the existing layout will be the responsibility of the County. Each Dedicated ETC lane will be outfitted with the following equipment:

- Lane Server Blade
- AVI Blade
- IVIS Blade
- OPUS Blade
- Infinity Tip-Out Rack
- DVAS Camera
- Lane System IVIS Sensors
- Traffic Control Pedestal
- OPUS Profiling Unit
- Eaton 3.1 Kilovolt Uninterruptible Power Supply

The Plaza and Host Systems will consist of the following hardware and software:

- Dell PowerEdge R720 DVAS
- Dell PowerEdge R720 DB/APP/DC
- SQL User CAL 2012
- SQL Server Enterprise 2012
- Windows Server 2012 STD
- Windows Server 2012 CALS
- Antivirus software
- Tape Drive with Backup Software
- Dell PowerEdge R210 Domain Controller
- Dell Workstation with Monitor
- KVM Switch
- Server Rack
- Eaton 3.1 Kilovolt Uninterruptible Power Supply

The CAMS component will consist of the following hardware and software:

The back office servers and networking equipment will be designed following initial design meetings upon confirmation of the server room location. The preliminary system consists of an embedded hypervisor implementation provided with VMware's ESXi running on HP Proliant DL380 Gen8 servers using a combination of 1 Gb and 10Gb Ethernet ports for high-bandwidth network throughput. Networking is provided using two Cisco Catalyst 3750-X 24-port switches along with a CheckPoint firewall solution for extranet security. The production system operates on two DL380's, while a backup server and domain controller operate on 1 DL380. Storage is provided via HP P2000 Gen3 MSA array connected via fiber channel and providing a minimum of 5TB usable storage at RAID 5 with a hot spare. Backups are performed using an HP MSL2024 1 STO-5 Ultrium 3000 SAS tape library system with a capacity of 72 TB compressed 2:1 or 36 TB native. The CAMS component shall also include functionality to control electronic variable message signs; however, such functionality is not compatible with all makes and models of commercially available signs. In the event that the County elects to use this functionality, the County must first confirm with the Contractor that the make and model of signs to be used are compatible with CAMS

Additional Materials/Equipment

At the request of the County, Contractor will procure and provide additional related materials and equipment to be used in association with the Solution. Such materials and equipment will be provided at a mutually agreed cost at the time of purchase, given that such purchases shall not exceed a 15% markup beyond Contractor's actual cost.

Milestone 6 – Site Installation and Testing

Tolling Installation
The System Installation Plan will include subsystem and component installation sequencing, the system Commissioning process and a detailed schedule. During installation and field-testing, the Contractor will have a full time installation manager on site to coordinate with the County and Contractor personnel. Ten days prior to system commissioning, the Contractor will submit a Supplemental Installation Plan addressing the procedures for system commissioning. This Supplemental Installation Plan will address the methodology and process for going live with the new system at each location.

Utilities
Contractor shall be responsible for the supply and installation of all cabling, and equipment, as necessary, to take power and communications from the utility access point(s) to the individual equipment items installed at the Tolling locations. Miami-Dade County shall maintain responsibility for the billing and payment of all utilities.

Communications
Internet communications will be supplied at each tolling location by the County. Contractor shall be responsible for connecting to the communications access point and for supply and installation of communication cables and equipment to bring communication to the Tolling Segment, as well as for providing and installing communication cables and equipment within the Tolling Segment. This work includes all cables, and equipment. All other communications access required for Contractor's proposed system should be the responsibility of the Contractor. The County shall maintain responsibility for the billing and payment of all recurring communications costs to the Tolling Segments and Host location during the course of the Agreement.

Toll Plaza Infrastructure
The County will be responsible for infrastructure modifications to the toll plazas. The Contractor is required to provide the location requirements for positioning the conduits, pads, and access points as part of the System Installation Plan required above within 30 days of NTP.

Roadside Cabinets
The Contractor shall coordinate with the County to develop a design for roadside electronics housings. Tolling Zone Controllers and other roadside electronics shall be housed in dust-tight and watertight enclosures. The housing shall be a secure, and if necessary a heated and air-conditioned enclosure. The use of a roadside cabinet for individual locations will be determined through mutual agreement between the Contractor and the County.

Milestone 7 – System Integration and Testing

The Contractor shall demonstrate through the process of tests that the System provided by the Contractor is in compliance with the requirements set forth in this document and its functionality complies with the technical requirements and the final approved DDD. Where possible, tests shall be conducted in an "end-to-end" manner so that results may be tracked through each possible level of the System. For example, the impact of parameter changes observed in the behavior of the lane systems or results of tests that are conducted in the lanes shall be tracked at the Host.

Testing shall focus results on providing accurate system information for the processing of transponder transactions and information for the prosecution of toll violators. Testing shall include, but not be limited to, the following:

- ETC transaction generation
- Video transaction processing
- Vehicle classification
- Vehicle detection and separation
- Image capture and OCR
- Load testing
- MOMS functionality
- Component monitoring and diagnostics
- Availability tracking
- Remote access
- Storage capacity analysis
- Tolling Zone Controller initialization/time update and synchronization
- Transponder status file
- UPS operation and backup power

- Communication failure
- Tolling Zone Controller operations
- Project host server

For the Commissioning test, the Contractor shall utilize live, uncontrolled traffic when testing the performance of the System. Test vehicles may be mixed into the live traffic and the results may be part of the sample data.

The Contractor shall prepare a detailed Test Plan for testing all components of the Project and the fully functional system. This document shall include plans for functional testing and performance testing, as applicable, during the Site Acceptance Test (SAT), Commissioning Test and Operational Test. The Test Plan shall provide a matrix listing each requirement and how that requirement is to be tested or demonstrated, by inspection, analysis, or test. For those requirements that are to be verified through testing, the matrix shall outline the particulars, such as the conditions of the test and the number of test runs planned in addition to the method of verification. Tentative dates for conducting the various tests shall be included in the Test Plan, as submitted by the Contractor.

Test Procedures

Contractor shall prepare detailed Test Procedures for all tests with respect to the functional requirements detailed in this document. The Test Procedures shall be included in the Test Plan. The Test Procedures shall cover the following, at a minimum:

- Test explanation and purpose
- Test set-up
- Entry and exit criteria
- Step-by-step procedures for controlled tests
- Pass/Fail acknowledgement
- Expected results for each step
- Signature block(s)

Test Plan

The Test Plan shall show when all requirements listed in the compliance trace matrix are being tested, demonstrated, or verified by inspection or analysis. Testing operations shall be conducted in a manner and sequence that assures the least interference with traffic, with due regard to the location of detours and provisions for handling traffic. The procedures shall detail the test environment, all interconnections, the configuration, and all settings for each test.

The approved test procedures shall be submitted 14 days prior to the commencement of the test for review by the County.

Test Reporting

The Contractor shall submit a written report documenting the results for all tests performed and comparing them to the expected results. The Test Report shall include all applicable test data utilized to verify the outcome of the test in an appendix to the report. A log of modifications to the System, including Software and Hardware, during each test shall be maintained in the Test Report. Any revision to a Test Report or a subsequent Test Report shall include all applicable Software and Hardware versions and revision logs from the previous report. Upon the County's acceptance of the successful completion of each Test Report, the Contractor shall be given the authorization to move forward.

Site Acceptance Test (SAT)

The Contractor shall perform a SAT that includes a series of baseline test procedures to demonstrate functionality of the roadside System, in an unambiguous fashion. The intention of SAT is to validate functionality of each installed Toll location once it is installed. SAT validation will be performed on a lane by lane basis. All roadside functional requirements of the System, excluding external interfaces, are to be validated during the SAT. Conditions of the test shall include items, such as lighting, type of vehicle, and the speed and movement of the vehicles through the Tolling zone (left to right, straddling lanes, vehicle speed, and mix of vehicles with and without tags).

During the SAT, the processing of transactions shall verify that no information is missing and validate related business rules for the data (i.e., automatic operations in the application to check for duplicates). Exceptions shall be flagged and provisions to modify transactions as data errors are detected shall be provided.

The SAT shall include correlation testing of platoons of closely spaced vehicles, classification of various vehicle sizes, vehicles changing lanes, straddling, vehicles driving in the shoulder, and some vehicles with and some without tags to verify that the System correctly identifies and captures images of the vehicles without transponders. This identification shall be accomplished without recourse to the use of license plate numbers of the test vehicles.

Since the individual lanes will open upon completion, the Host interface to FTE shall be tested in accordance with the accepted ICD during each SAT.

The County shall be allowed to witness the testing, and the Contractor shall have the responsibility to perform the testing. The testing shall provide sufficient confidence to Miami-Dade County, in its sole determination, that the Contractor's installed System meets Miami-Dade County operational requirements, standards and performance criteria, and is ready for the Commissioning and operational tests.

If there are any failures or anomalies in conducting any test step, the Contractor shall take the necessary corrective action and the test shall be repeated. In the case that corrective action is undertaken by the Contractor, it shall perform any necessary regression testing to ensure that such corrective action has not adversely affected the system's ability to pass previously conducted test steps. If necessary this process shall continue until success is achieved.

The Contractor shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved SAT procedures.

Within 14 days of successful completion of the SAT, the Contractor shall submit a SAT Report, which describes the results of the test including a punch list of any outstanding items or issues. The SAT Report shall document the test activities, including any redlined copy of the test procedures, and test results, including screen-shots and reports, and shall include a narrative explaining the activities and results.

Commissioning Test

Upon acceptance of the SAT at each Toll Plaza, the Contractor will initiate a Commissioning Test of the entire Solution. This Solution Commissioning Test shall demonstrate full "end-to-end" functionality of the Solution including any and all external interfaces to the Project, including FTE's UFM and other interfaces as required, and performance of that interface (load testing). Commissioning Tests shall occur only after all SAT has been completed and the County approved. Commissioning Testing shall be performed on the installed production system in the field using a combination of controlled test vehicles (for functionality testing) and live traffic (for performance/load testing). The purpose of the Commissioning Testing is to verify that the Solution and all interfaces are complete and function as an integrated system.

The Commissioning Test shall be conducted to verify that all functional elements of the Solution, its components and all external interfaces provided and installed by the Contractor under this contract are in conformance with the technical and operational requirements specified in this document, the Approved DDD, and the applicable ICD.

The Host interface to FTE shall be tested in accordance with the accepted ICD.

The County shall be allowed to witness the testing, and the Contractor shall have the responsibility to perform the testing. The testing shall provide sufficient confidence to the County, in its sole determination, that the Contractor's installed Solution meets Miami-Dade County operational requirements, standard and performance criteria, and is ready for operational testing.

The Contractor shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved Commissioning Test procedures.

Milestone 8 – Final System Acceptance

Final System Acceptance shall be inclusive of the associated Solution training. Contractor's approach to training is to conduct the training onsite and in person with each of the following four groups: Maintenance Staff, System Administrators, IT Staff, and Customer Service Representatives. The Maintenance Staff, System Administrators, and IT staff training each can be conducted in a one-day sessions after the same staff is familiarized with the equipment during the installation period. A two-day training course for the Customer Service Representatives will be provided to train County staff to operate the CAMS back-office software. The training class will include documentation in the form of user manuals. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide an executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of County staff. Contractor will provide onsite refresher training of up to two days per year at the request of the County, with the content to be defined at the time of request.

Within seven days of successful completion of the Commissioning test, the Contractor shall submit a Commissioning Test Report, which describes the results, including a punch list of any outstanding items or issues identified during the test

performance. The Commissioning Test Report shall document the test activities, including any redlined copy of the test procedures, and test results, including screen-shots and reports, and shall include a narrative explaining the activities and results. Upon completion of training and delivery of the Commissioning Test Report, the County shall Review the Deliverable in accordance with Article 14. Approval of the report will constitute Final System Acceptance and begin the Warranty period.

Section 2 – Maintenance and Support Services

Contractor responsibilities:

The Contractor will provide maintenance services over the term of the contract for both software and hardware. Contractor will provide one full-time equivalent technician to provide preventative, predictive and corrective maintenance services on the roadside equipment, as well as part time software support personnel to apply new software releases, software upgrades, updates, patches, bug fixes, optional software features, and general support for Infinity Lane Solution, CAMS, MOMS, and Maintenance Monitoring System (MMS). Additionally, at least two local technicians will be trained and available to support the dedicated technician in the event of vacation time, illness, or heavy workload. Further, Contractor will provide 24/7 help desk support for the Infinity lane solution via the dedicated technical support personnel. Contractor will be responsible for maintaining database software updates to SQL and Windows software. Contractor will establish the backup schedule and maintain backup operations, including correction of errors during backup processes. This shall include the responsibility to complete data backup and restoration at the request of the County. Contractor will be responsible for maintaining network components of the Lane System. All support requests for CAMS must be completed via MOMS.

Maintenance Applications
Contractor will provide both MMS as well as MOMS to assist in the performance of system maintenance.

Software Maintenance
Contractor will use a product approach to software development. A common software code base will be used for all programs that are deployed at the County. The County will have the same executables, libraries, modules, and databases provided to all Contractor customers to provide a new customer quickly with a mature, current, tested, debugged, and fully documented system when they begin operations.

Software product development and maintenance updates will follow controlled and defined methodology from requirements and design, through development and into Quality Assurance (QA) testing. Within the QA process, Contractor will verify software changes based on the various production system configurations prior to generating a release to the County.

Changes to software will be recorded in release notes. The release notes include a description of the changes made and the relevant software version numbers. MMS contains a screen for verifying software version numbers on the Infinity blade servers in the production system. The screen will be color coded, with green indicating the version is current and red indicating the version is not current. Periodic checks are made to verify the software status.

Hardware Maintenance
Contractor will perform three levels of roadside equipment maintenance services: preventative, predictive, and corrective. A full preventative maintenance schedule will be provided and agreed to during the Maintenance Staff training session, but the essential preventative and predictive maintenance tasks are as follows:

Daily Maintenance:

- Visual inspection of IVIS
- Visual inspection of VCARS
- Visual inspection of TCP
- Visual inspection of Lane Canopy Signal
- Visual inspection of antennas
- Check of traffic reports
- Check of MMS to ensure transponder and image capture

Monthly Maintenance:

- Ensure camera trigger points are accurate

- Test Lane Canopy Signal
- Clean and inspect cabinet
- Clean and inspect TCP
- Inspect wiring

Yearly Maintenance:

- Test and adjust RFID read zone
- Clean and inspect VCARS
- Clean and inspect Lane Canopy Signal
- Clean and inspect antenna

The corrective maintenance activities will be performed in compliance with the following response and repair times:

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

County Responsibilities:

The County will apply security patch updates to Windows and SQL within 30 days of release. The County will maintain the firewall, including security and software updates. The County will maintain the Cisco (or equivalent) network hardware and software that is not related to the Lane System.

The County will act as the first line of support for any maintenance or technical support issues. A dedicated County staff member will field any issues identified by the County and will act as the direct point of contact to the Contractor. Only the dedicated staff member and two designated backup will have access to Contract support information.

Section 3 – Security Requirements

Within 60 days of Final System Acceptance, Contractor shall provide proof of Payment Card Industry (PCI) Attestation of Compliance for CAMS.

Section 4 – Inventory Requirements

Contractor will provide the County with an on-site inventory of spare parts sufficient for one complete lane per causeway within 30 days of Final System Acceptance.

APPENDIX B – PRICE AND PAYMENT SCHEDULE

Appendix B – Price and Payment Schedule

A. PAYMENT SCHEDULE

Scheduled Payment	Total Amount Due
Milestone 1 – Notice to Proceed	$0.00
Milestone 2 – Project Planning	$289,172.40
Milestone 3 – System Design and Development	$240,977.00
Milestone 4 – Software Development and Testing	$481,954.00
Milestone 5 – Equipment Procurement and Assembly	$554,247.10
Milestone 6 – Site Installation and Testing	$361,465.50
Milestone 7 – System Integration and Testing	$240,977.00
Milestone 8 – Final System Acceptance	$240,977.00
Maintenance and Technical Support Fees – Year 1	$270,000.00
Maintenance and Technical Support Fees – Year 2	$270,000.00
Maintenance and Technical Support Fees – Year 3	$270,000.00
Maintenance and Technical Support Fees – Year 4	$278,100.00
Maintenance and Technical Support Fees – Year 5	$286,443.00
Escrow Fees – Year 1	$3,175.00
Escrow Fees – Year 2	$1,725.00
Escrow Fees – Year 3	$1,725.00
Escrow Fees – Year 4	$1,725.00
Escrow Fees – Year 5	$1,725.00
Total For Initial 5 Year Term:	**$3,794,388.00**

B. PRICE BREAKDOWN – INITIAL IMPLEMENTATION

DESCRIPTION	PRICE
Lane System – inclusive of all hardware, devices, equipment and on-site inventory.	$964,937.00

DESCRIPTION	PRICE
CAMS Software – Customer Service Software Component – Hardware/Software	$190,756.00
CAMS Software – Customer Service Software Component – Installation	$270,515.00
Professional Services – Project Management	$209,552.00
Lane System Testing	$57,969.00
Lane System Implementation/Installation	$410,000.00
Annual Plan Development – Rickenbacker Resident Plan	$9,135.00
Annual Plan Development – Rickenbacker Commuter Plan	$9,135.00
Annual Plan Development – Rickenbacker Commuter-4 Plan	$9,135.00
Annual Plan Development – Rickenbacker Recreational Plan	$9,135.00
Annual Plan Development – Rickenbacker School Plan	$9,135.00
Annual Plan Development – Rickenbacker For-Hire Plan	$9,135.00
Annual Plan Development – Venetian Owner Plan	$9,135.00
Annual Plan Development – Venetian Commuter Plan	$9,135.00
Annual Plan Development – Venetian For-Hire Plan	$9,135.00

DESCRIPTION	PRICE
Training – Including Labor or Materials as well as internal training on one dedicated resource	$47,900.00
Interface Development – Including development, testing and implementation of FTE interface and Payment Gateway	$115,926.00
Travel	$60,000.00
Total:	**$2,409,770.00**

C. OPTIONAL YEARS TO RENEW FEE SCHEDULE

DESCRIPTION	PRICE
OTR 1 - Maintenance and Technical Support Fees – Year 6	$295,036.30
OTR 1 – Escrow Fees – Year 6	$1,776.80
OTR 1 - Maintenance and Technical Support Fees – Year 7	$303,887.40
OTR 1 – Escrow Fees – Year 7	$1,830.10
OTR 1 - Maintenance and Technical Support Fees – Year 8	$313,004.00
OTR 1 – Escrow Fees – Year 8	$1,885.00
OTR 1 - Maintenance and Technical Support Fees – Year 9	$322,394.10
OTR 1 – Escrow Fees – Year 9	$1,941.50
OTR 1 - Maintenance and Technical Support Fees – Year 10	$332,065.90
OTR 1 – Escrow Fees – Year 10	$1,999.70
Total for OTR 1:	**$1,575,820.80**
OTR 2 - Maintenance and Technical Support Fees – Year 11	$342,027.90
OTR 2 – Escrow Fees – Year 11	$2,059.70
OTR 2 - Maintenance and Technical Support Fees – Year 12	$352,288.80
OTR 2 – Escrow Fees – Year 12	$2,121.50

OTR 2 - Maintenance and Technical Support Fees – Year 13	$362,857.40
OTR 2 – Escrow Fees – Year 13	$2,185.20
OTR 2 - Maintenance and Technical Support Fees – Year 14	$373,743.10
OTR 2 – Escrow Fees – Year 14	$2,250.70
OTR 2 - Maintenance and Technical Support Fees – Year 15	$384,995.40
OTR 2 – Escrow Fees – Year 15	$2,318.30
Total for OTR 2:	**$1,826,848.00**
OTR 3 - Maintenance and Technical Support Fees – Year 16	$396,504.10
OTR 3 – Escrow Fees – Year 16	$2,387.80
OTR 3 - Maintenance and Technical Support Fees – Year 17	$408,399.20
OTR 3 – Escrow Fees – Year 17	$2,459.40
OTR 3 - Maintenance and Technical Support Fees – Year 18	$420,651.20
OTR 3 – Escrow Fees – Year 18	$2,533.20
OTR 3 - Maintenance and Technical Support Fees – Year 19	$433,270.70
OTR 3 – Escrow Fees – Year 19	$2,609.20
OTR 3 - Maintenance and Technical Support Fees – Year 20	$446,268.90
OTR 3 – Escrow Fees – Year 20	$2,687.50
Total for OTR 3:	**$2,117,771.20**
OTR 4 - Maintenance and Technical Support Fees – Year 21	$459,656.90
OTR 4 – Escrow Fees – Year 21	$2,768.10
OTR 4 - Maintenance and Technical Support Fees – Year 22	$473,446.60
OTR 4 – Escrow Fees – Year 22	$2,851.20
OTR 4 - Maintenance and Technical Support Fees – Year 23	$487,650.00
OTR 4 – Escrow Fees – Year 23	$2,936.70
OTR 4 - Maintenance and Technical Support Fees – Year 24	$502,279.50

OTR 4 – Escrow Fees – Year 24	$3,024.80
OTR 4 - Maintenance and Technical Support Fees – Year 25	$517,347.90
OTR 4 – Escrow Fees – Year 25	$3,115.50
Total for OTR 4	**$2,445,077.20**

D. OPTIONAL PROFESSIONAL SERVICES

Service	Proposed Hourly Rate
Project Manager	$ 232
Programmer	$ 203
Junior Programmer	$ 155
Web Developer	$ 184
Trainer	$ 126
System Administrator	$ 203
Database Administrator	$ 203
On-Site Training (Per Day)	$ 222

Note: Compensation for Optional Professional Services shall be based on the projects assigned. Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.

APPENDIX C – IMPLEMENTATION TIMELINE

Appendix C – Implementation Timeline

Milestones	Duration
Milestone 1 – Notice to Proceed	0 days
Milestone 2 – Project Planning	20 days
Milestone 3 – System Design and Development	45 days
Milestone 4 – Software Development and Testing	40 days
Milestone 5 – Equipment Procurement and Assembly	80 days
Milestone 6 – Site Installation and Testing	40 days
Milestone 7 – System Integration and Testing	10 days
Milestone 8 – Final System Acceptance	10 days
Total	**225 Days**

APPENDIX D – DELIVERABLE ACCEPTANCE FORMS

Deliverable Acceptance Form
Milestone 2

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 2 – Project Planning

Deliverables	Duration	Resources/Staff
Project Management Plan	Within 20 days	
Project Initiation Conference	Within 20 days	
Detailed Design Document – Initial Draft	Within 20 days	
Design Review Meeting	Within 20 days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 3

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 3 – System Design and Development

Deliverables	Duration	Resources/Staff
Quality Management Plan	Within 45 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 4

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 4 – Software Development and Testing

Deliverables	Duration	Resources/Staff
Development of Interface to FTE	Within 40 Days	
Development of Interface to Payment Gateway	Within 40 Days	
Development of Annual Pass Plans	Within 40 Days	
Interface Control Document	Within 40 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 5

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 5 – Equipment Procurement and Assembly

Deliverables	Duration	Resources/Staff
Equipment Procurement and Assembly	Within 80 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 6

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 6 – Site Installation and Testing

Deliverables	Duration	Resources/Staff
System Installation Plan	Within 40 Days	
Lane System Installation	Within 40 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 7

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 7 – System Integration and Testing

Deliverables	Duration	Resources/Staff
Test Plan	Within 10 Days	
Site Acceptance Testing	Within 10 Days	
Test Procedures Document	Within 10 Days	
Site Acceptance Test Report	Within 10 Days	
Commission Testing	Within 10 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Deliverable Acceptance Form
Milestone 8

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and TransCore LP. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Milestone 8 – Final System Acceptance

Deliverables	Duration	Resources/Staff
User Training – 1 Day Session	Within 10 Days	
User Training – 2 Day Session	Within 10 Days	
User Training – Executive Overview	Within 10 Days	
Commission Test Report	Within 10 Days	

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No

Acceptance Conditions:	
Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

APPENDIX E

THREE-PARTY ESCROW AGREEMENT

AMONG

TRANSCORE, LP, MIAMI-DADE COUNTY AND ESCROW ASSOCIATES, LLC

Three-Party Escrow Agreement

This Technology Escrow Agreement ("Agreement") among Escrow Associates, LLC ("Escrow Associates"), Miami-Dade County ("Beneficiary") and TransCore LP ("Depositor") is effective on the date of the parties' signature below, whichever is later.

Recitals

Whereas, Depositor licenses technology to Beneficiary in the form of software object code (the "Software") pursuant to Contract No. RFP861. The source code is defined as the Software, including all incremental releases and upgrades as well as any customizations or Developed Works as defined in Contract No. RFP861 created for Beneficiary, in source code form, including all relevant documentation and instructions necessary to maintain, duplicate, and compile the source code (the "Source Code"). The Source Code is necessary to maintain and support the Software as defined in Contract No. RFP861. The Source Code and any other components Depositor provides which are related to building and maintaining the Software identified on Exhibit B (as the same may be modified herein) are hereafter referred to collectively as the deposit materials ("Deposit Materials").

Whereas, the purpose of this Agreement is to protect Depositor's ownership and confidentiality of the Deposit Materials and to protect Beneficiary's legitimate use of the Deposit Materials as defined by the Contract No. RFP861. Further, this Agreement is intended to provide for certain circumstances under which Beneficiary shall be entitled to receive the Deposit Materials held in escrow by Escrow Associates to continue its legitimate use and support of the Software.

Whereas, Beneficiary and Depositor hereby designate and appoint Escrow Associates as the escrow agent under this Agreement. Escrow Associates hereby accepts such designation and appointment and agrees to carry out the duties of escrow agent pursuant to the terms and provisions of this Agreement. Escrow Associates is not a party to, and is not bound by, any agreement that might be evidenced by, or might arise out of, any prior or contemporaneous dealings between Depositor and Beneficiary other than as expressly set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Deposit Materials

(a) Initial Deposit - Depositor shall submit the initial Deposit Materials to Escrow Associates within sixty (60) days of the Effective Date or sixty (60) days after development of the Deposit Materials is completed. Depositor shall complete and deliver with all Deposit Materials a form as shown herein as Exhibit B, which shall then become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of the initial Deposit Materials. Escrow Associates has no obligation with respect to the initial Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(b) Deposit Material Updates - Depositor shall submit updates to the initial Deposit Materials to Escrow Associates within sixty (60) days of any material modification, upgrade or new release of the Software. Depositor shall complete and deliver with all updates to the Deposit Materials an amended Exhibit B form, which shall additionally become part of this Agreement. Escrow Associates shall notify Beneficiary within ten (10) business days of receipt of updates to the Deposit Materials. Escrow Associates has no obligation with respect to the updates to the Deposit Materials for delivery, functionality, completeness, performance or initial quality.

(c) Electronic Deposit – In the event Depositor elects to utilize electronic means to transfer the Deposit Materials to Escrow Associates, whether through a service provided by Escrow Associates or other means, Escrow Associates shall not be liable for transmissions that fail in part or in whole, are lost, or are otherwise compromised during transmission. Furthermore, Escrow Associates shall not be liable for any

subsequent services that may or may not be delivered as a result of a failed transfer. Escrow Associates shall not be liable to Depositor or Beneficiary for any encrypted update, or any part thereof, that is transmitted over the Internet to Escrow Associates' FTP Site but is not received in whole or in part, or for which no notification of receipt is given.

(d) Duplication of Deposit Materials - Escrow Associates may duplicate the Deposit Materials only as necessary to comply with the terms of this Agreement. Escrow Associates at its sole discretion may retain a third party for the purpose of duplicating the Deposit Materials only as necessary to comply with the terms herein. All duplication expenses shall be borne by the party requesting duplication.

2. Term

(a) Term of Agreement – The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.

(b) Termination of Agreement – This Agreement may be terminated by written mutual consent of Depositor and Beneficiary provided that one of the following occurs:

i. Contract No. RFP861 has been terminated or has expired, or
ii. All Deposit Materials have been released in accordance with the terms hereof.

(c) Termination for Non-Payment – In the event that full payment of any or all fees due to Escrow Associates under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify all parties hereto of the delinquent fees. If the delinquent fees are not received within thirty (30) days of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy the Deposit Materials.

(d) Return of Deposit Materials – Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or Depositor does not accept the Deposit Materials, Escrow Associates shall destroy the Deposit Materials.

3. Fees

(a) Payment - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to Depositor for amount shown on Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Depositor agree to pay to Escrow Associates all additional fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates upon request. All fees are due in advance of service and are non-refundable. Escrow Associates may amend Exhibit A at any time upon sixty (60) days written notice to Beneficiary and Depositor.

(b) Currency - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

4. Indemnification - With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Associates, Depositor shall indemnify and hold harmless Escrow Associates and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Associates Indemnitee in connection with this Agreement or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

5. Depositor's Representations and Warranties

(a) The Deposit Materials as delivered to Escrow Associates are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the Contract No. RFP861 and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Deposit Materials.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein free and clear of any liens, security interests, or other encumbrances.

6. Release of Deposit Materials

(a) Release - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:

i. Depositor notifies Escrow Associates in writing to effect such release; or

ii. The Escrow Associates shall release the Deposit Materials under this Agreement to Beneficiary upon Beneficiary providing written request to Escrow Associates in the event of occurrence of the failure of the Depositor to provide the agreed upon services under the Depositor's Agreement for the SunPass /Toll-By-Plate Electronic Tolling Solution with the Beneficiary based of any of the following:

a. presentation to the Escrow Associates of an endorsed file copy of a voluntary petition in bankruptcy naming Depositor as debtor;

b. Depositor otherwise goes out of business, including exiting the electronic toll collection business;

c. any proceeding seeking involuntary reorganization, arrangement, bankruptcy, readjustment, liquidation, dissolution, or similar relief as filed against Depositor under any present or future statute, law, or regulation which is admitted or not dismissed within sixty (60) days or if any trustee, receiver or liquidator of all or substantial part of its business, assets or properties is appointed with or without Depositor's consent or acquiescence in such appointment and is not vacated within sixty (60) days; or

d. Contract No. RFP861 for the SunPass/Toll-By-Plate Electronic Tolling Solution with the Beneficiary is judged by a Court of competent jurisdiction to be terminated in whole for cause/default of Depositor for an uncured failure to achieve Final System Acceptance or other uncured event of default subsequent to Final System Acceptance.

e. Upon the expiration or completion or conclusion of the full term of Contract No. RFP861 for the SunPass /Toll-By-Plate Electronic Tolling Solution with the Beneficiary, inclusive of all options, renewals and extensions. For the avoidance of doubt, a termination of the foregoing Agreement, in whole or in part, without cause, convenience, suspension, cancellation, or the expiration or completion or conclusion of the initial Agreement term will not result in the release of Deposit Materials.

f. Depositor discontinues the Software, including the removal of resources dedicated to the resolution of problems or ongoing development of the Software.

(b) Depositor Request for Release - If the provisions of Section 6(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) Beneficiary Request for Release - If the provisions of Section 6(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If

after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

(d) Depositor Objection to Release - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement. Escrow Associates will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.

(e) Grant of License to Deposit Materials – As of the Effective Date, Depositor hereby grants to Beneficiary, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under this Agreement, including the development of patches and upgrades solely for Beneficiary's internal use, as more fully described in Contract No. RFP861.

(f) Restrictions on Use – The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules [including the Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositor agrees reimburse Escrow Associates for any and all costs incurred as a result of any Arbitration including attorney's fees. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party.

8. Confidentiality – Except as otherwise required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor.

9. Limitation of Liability - Under no circumstance shall Escrow Associates be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if Escrow Associates has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or gross negligence on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates in reasonably good faith believes to be genuine.

10. Notices – Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed in the space provided below:

Depositor

Company: _____
Contact: _____ Title: _____
Address: _____
City, State, Zip: _____

Telephone: _____ Fax: _____
Email: _____

Billing Contact: _____ Title: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Email: _____
Purchase Order (if applicable): _____

Beneficiary

Miami-Dade County
2525 NW 62nd Street
5th Floor
Miami, Florida 33147

Contact: Aneisha Daniel and Michael Bauman
Phone: (305) 514-6630 / (305) 854-2468
E-mail: adaniel@miamidade.gov / mikeb@miamidade.gov

Escrow Associates, LLC
Attn: Contracts Administration
8302 Dunwoody Place, Suite 150
Atlanta GA 30350
Telephone: 800-813-3523
Fax: 770-518-2452
Email: info@escrowassociates.com

11. Miscellaneous

(a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.

(c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties. The terms and provisions of Contract No. RFP861, as the same may be physically modified by the terms and provisions hereof, shall continue in full force and effect and be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

(d) Modification - This Agreement shall not be altered or modified without the express written consent of all parties.

(e) Bankruptcy Code - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to Contract No. RFP861 pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) Survival of Terms - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

(g) Governing Law - This Agreement shall be governed by the laws of the state of Florida.

(h) Time of the Essence - Time is of the essence in this Agreement.

(i) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under Contract No. RFP861.

(Signatures are on following page. Remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

Depositor

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Contract Negotiated by: _____

Negotiator Telephone: _____

Beneficiary

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Contract Negotiated by: Beth Goldsmith

Negotiator Telephone: 305-375-4417

Escrow Associates, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Schedule of Fees

	(Initial Year / Renewal)
Three-Party Agreement	**$3175 / $1725**

Three-Party escrow agreement includes:

- Contract review & agreement drafting assistance
- Customization & set-up of agreement
- Twelve updates to escrow deposit material per year
- FTP depositing services (up to 750 MB / Update)
- Online account management
- Notifications to all parties
- Deposit account w/ state of the art media vault storage

Exhibit B

Deposit Materials

Please complete Exhibit B form and enclose a copy with the Deposit Materials or contact us for details on electronic depositing.

Attn: Vault Manager
Escrow Associates, LLC
8302 Dunwoody Place, Suite 150
Atlanta GA 30350
1-800-813-3523

Company Name: _____

Escrow Associates Account Number: _____

Product Name & Version: _____

☐ **Three-Party Agreement** ☐ **New Deposit Account**

☐ **Two-Party Agreement** ☐ **Update to existing Deposit Account**

Please list specific Beneficiaries under a Two-Party Agreement associated with this product/ update or check here to apply to all Beneficiaries: ☐

_____ _____

_____ _____

Media Description:

Quantity	Type	Description / Label
_____	DVD/CDR	_____
_____	DAT/DDS Tape	_____
_____	Documentation	_____
_____	Other	_____

Deposit Prepared by:

Signed: _____

E-mail: _____

Date: _____

Deposit Accepted by *(Escrow Associates)*:

Signed: _____

Name: _____

Date: _____

Credit Card/Wire Transfer Payment Form

CREDIT CARD PAYMENT INFORMATION	
Company Name / Account Number:	
Credit Card Number:	
Expiration Date:	
Card Type (Amex / Visa / etc.):	
Billing Name:	
Billing Address:	
Billing City State Zip:	
Transaction Amount:	
Escrow Associates Invoice Number:	

If you would like Escrow Associates, LLC to charge the above credit card on an annual basis for this fee, please sign below. If at any time you choose to use an alternate method of payment, please notify us (in writing) at least thirty (30) days prior to the escrow account renewal date.

Client Signature: _____ Title: _____

Print Name: _____ Date: _____

WIRE TRANSFER PAYMENT INFORMATION	
Company Name & Address:	Escrow Associates, LLC 8302 Dunwoody Place, Suite 150 Atlanta GA 30350
Bank Name & Address:	Fidelity Bank 225 Sandy Springs Circle Atlanta, GA 30328
Account Number:	03025643
Routing Number	061102400

Please contact us directly with any questions! Thank you for your business!

REQUEST FOR PROPOSALS (RFP) NO. 861
FOR
SunPass/Toll-By-Plate Electronic Tolling Solution

PRE-PROPOSAL QUESTION PERIOD:

All questions are to be submitted via email to the County Contact listed below no later than:
FEBRUARY 15, 2013 AT 5:00 PM (LOCAL TIME)

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
for
Public Works and Waste Management Department

COUNTY CONTACT FOR THIS SOLICITATION:

Beth Goldsmith, CPPB, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4417
E-mail: bgoldsm@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

FEBRUARY 27, 2013 AT 2:00 PM (LOCAL TIME)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

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

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

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

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Public Works and Waste Management Department, herein after referred to as "PWWM", is soliciting proposals to convert the existing cash/C-Pass electronic toll system in use at the Venetian and Rickenbacker Causeways to a SunPass/Toll-By-Plate Solution (Solution). The selected Proposer will be responsible for providing all required hardware/devices, software, implementation, customization, integration, testing, maintenance and support services for the Solution. **The selected Proposer must be capable of implementing all required equipment, components, and software inclusive of all testing, configuring, and development of the proposed Solution at both causeways within ten months of contract award.**

The County anticipates awarding a contract for an initial five year period, with four (4) five-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	February 13, 2013
Deadline for receipt of questions:	February 15, 2013 at 5:00PM local time.
Proposal due date:	February 27, 2013. (See front cover for date, time and place)
Evaluation process:	March 2013
Projected award date:	July 2013

1.2 DEFINITIONS

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

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

1.3 GENERAL PROPOSAL INFORMATION

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly

indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." **THE PROPOSER SHALL NOT SUBMIT ANY INFORMATION IN RESPONSE TO THIS SOLICITATION WHICH THE PROPOSER CONSIDERS TO BE A TRADE SECRET, PROPRIETARY OR CONFIDENTIAL.** The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 CONE OF SILENCE

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

1.5 PUBLIC ENTITY CRIMES

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

1.6 LOBBYIST CONTINGENCY FEES

a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 COLLUSION

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

Miami-Dade Public Works and Waste Management Department, herein after referred to as "PWWM", is soliciting proposals to convert the existing cash/C-Pass electronic toll system in use at the Venetian and Rickenbacker Causeways to a SunPass/Toll-By-Plate Solution (Solution). The selected Proposer will be responsible for providing all required hardware/devices, software, implementation, customization, integration, testing, training, maintenance, and support services for the Solution. The selected Proposer must be capable of implementing all required equipment, components, and software inclusive of all testing, configuring, and development of the proposed Solution at both causeways within ten months of contract award.

PWWM operates and manages the tolling plazas on both the Rickenbacker and Venetian Causeways within Miami-Dade County. The C-Pass system currently in place at both Causeways was implemented in 1998. The C-Pass system is not interoperable with the SunPass Electronic Tolling System that has been established as the statewide standard by the Florida Department of Transportation. This has resulted in traffic congestion, motorist confusion and high operating expenses.

PWWM requires the implementation of a commercially available Solution to convert the existing C-Pass system to the SunPass/Toll-By-Plate Electronic Tolling Solution. The proposed Solution must be inclusive of all required hardware/devices, software, implementation, customization, integration, testing, training, maintenance, and support services as well as a customer service component. Additionally, the proposed Solution must include pre-paid toll functionality that allows transponders to be programmed for unlimited travel on the Causeways for customers that meet the requirements to purchase annual passes. The proposed Solution must operate 24 hours per day, 7 days per week under all weather conditions. The proposed Solution must be compatible with the County infrastructure as outlined in Section 2.2 below. The proposed Solution does not include any construction services, with the exception of any wiring and/or cabling required for the operation of the Lane System.

The management of SunPass tolling operations is a function of Florida's Turnpike Enterprise (FTE). The County will establish an interoperability agreement with FTE in order to allow for toll collection under the new Solution.

2.2 CURRENT ENVIRONMENT

2.2.1 C-PASS SYSTEM SOFTWARE

The C-Pass System is operated using a proprietary software, developed by Vector software, that utilizes Mark IV transponders. Additionally, to support daily operations, the following software is used: Forte V3.0.3.J which provides an environment for the toll application; Dec Message Queue v4.0A-111(RP35) which provides message flow control between the system host and the lane controllers; and DEC Polycenter Scheduler V2.1 which provides for the operation of batch jobs. The data resides on two DEC RDB V6.1 databases.

2.2.2 RICKENBACKER CAUSEWAY

The Rickenbacker Causeway connects Miami to the barrier islands of Virginia Key and Key Biscayne. The toll plaza is located where State Road 913 meets Brickell Avenue. Civil drawings of the Rickenbacker Toll Plaza can be found within Exhibit A, "Civil Drawings" posted as separate attachments with this solicitation.

2.2.2.1 OPERATING ENVIRONMENT

The Rickenbacker Causeway toll plaza has eight lanes of traffic and processes approximately 7.5 million transactions annually. All eight lanes operate in one direction, of which six lanes have a width of ten feet and two lanes have a width of twelve feet. There is an existing gantry that was constructed in the mid1980s with a vehicular clearance of fifteen feet in height.

There are two lane types: dedicated Automatic Vehicle Identification (AVI) lanes which accept transaction via the Mark IV C-Pass transponders and cash lanes. All lanes can be operated as either AVI or cash lanes.

In addition, a customer service center is located at the toll plaza that allows the public to submit applications and payments for annual passes.

The toll plaza has two electrical power feeds that consist of one 120 volt and one 240 volt line with two service panels, one with 200 total amp service and one with 150 total amp service.

2.2.2.2 TECHNICAL ENVIRONMENT

Two Alpha 1000a servers running in a cluster configuration are located on-site at the Rickenbacker Causeway. Both servers are equipped with the HP OpenVMS 7.1-2 operating system. The first server houses the production database for the current C-Pass system and also serves as the application server for Forte Version 3.0.3.J software that provides violation processing, account processing and management, revenue reconciliation and auditing, employee scheduling and lane assignment, device inventory and system administration capabilities. The second server houses the archive database and also runs additional applications to post transactions to the production database and acts as an active backup for the first server.

Each lane contains a lane controller that operates the lane equipment and communicates with the on-site servers via dual fiber optic media via T1 data lines. Each lane is individually attached to a 1500 Uninterruptible Power Supply (UPS) unit. The unit is either a Powerware 5119 or an Eaton 5125.The entire plaza is protected by a 18kVA Powerware 9170 UPS Unit.

2.2.2.3 ANNUAL PASS PLANS

PWWM administers the annual C-Pass plans for all residents and visitors for the Rickenbacker causeway. The County will continue to assess the use of annual plans on an ongoing basis and may opt to eliminate or add plans as necessary. The following annual pass plans are valid from October 1 to September 30, with the exception of the School Plan as noted below for the Rickenbacker Toll Plaza.

- Resident Plan: Provides unlimited passage through the plaza for residents of Key Biscayne at a cost of $24.00 per transponder with proof of residency and vehicle ownership.

- Commuter Plan: Provides unlimited passage through the plaza for frequent users who do not reside in Key Biscayne, at a cost of $60.00 per transponder

- Commuter-4 Plan: Provides once-a-day passage through the plaza for two axle commercial vehicles at a cost of $60.00 per transponder with proof of business ownership located in Key Biscayne.

- Recreational Plan: Provides passage through the plaza at a discounted rate for two axle non-commercial vehicles pulling a one-axle watercraft trailer at a cost of $3.50 per

transaction. A deposit is required when the plan is purchased and tolls are then automatically deducted from the account when vehicles pass through the toll.

- School Plan: Provides unlimited passage through the plaza to parents and students attending schools on Key Biscayne or Virginia Key at a cost of $60.00 per transponder with proof of school attendance. This plan is valid from August 1 to July 31.

- For-Hire Plan: Provides unlimited passage through the plaza to taxis and other "for-hire" vehicles at a cost of $120.00 per transponder.

2.2.3 VENETIAN CAUSEWAY

The Venetian Causeway crosses Biscayne Bay to connect Miami to Miami Beach. The causeway is located on Northeast 15th Street on the barrier islands west of Miami Beach.

2.2.3.1 OPERATING ENVIRONMENT

The Venetian Causeway toll plaza has six lanes of traffic and processes approximately 2.5 million transactions annually. Three lanes operate in each direction. All six lanes have a width of ten feet. There is an existing structure that was built in 2005 with a vehicular clearance of thirteen feet in height.

There are two lane types: dedicated Automatic Vehicle Identification (AVI) lanes which accept transactions via the Mark IV C-Pass transponders and cash lanes. All lanes can be operated as either AVI or cash lanes.

In addition, a customer service center is located at the toll plaza that allows the public to submit applications and payments for annual passes.

The toll plaza has two electrical power feeds that consist of one 120 volt and one 240 volt line with three service panels with 400 total amp service.

2.2.3.2 TECHNICAL ENVIRONMENT

A T1 data line collects all information from transactions completed at the Venetian Causeway and transmits the data back to the Rickenbacker server cluster.

The Venetian Causeway connects back to the County's network infrastructure via a laser (line of sight) connection.

Each lane is individually attached to a 1500 UPS unit. The unit is either a Powerware 5119 or an Eaton 5125.The entire plaza is protected by a 18kVA Powerware 9170 UPS Unit.

2.2.3.3 ANNUAL PASS PLANS

PWWM administers the annual C-Pass plans for all residents and visitors for the Venetian causeway. The County will continue to assess the use of annual plans on an ongoing basis and may opt eliminate or add plans as necessary. The annual plans are valid from May 1 to April 30 for Venetian Islands and include the following:

- Owner Plan: Provides unlimited passage through the plaza for property owners and their children, 23 years old or younger, who live with their parents at a cost of $24.00 per transponder with proof of property and vehicle ownership.

- Commuter Plan: Provides unlimited passage through the plaza to patrons who do not own property at the Venetian Islands at a cost of $90.00 per transponder.

- For-Hire Plan: Provides unlimited passage through the plaza to taxis and other "for-hire" vehicles at a cost of $150.00 per transponder.

2.3 MINIMUM SOLUTION REQUIREMENTS

The proposed Solution shall consist of three major components: a Lane System inclusive of all required equipment to collect Sunpass transponder and Toll-By-Plate information; a software application to allow for the collection of tolls and related data from the Lane System and transmission of such data to FTE in Universal Financial Message (UFM) format, and an annual pass holder customer service component.

The proposed Solution shall allow the County to generate Toll Rate Tables that are inclusive of SunPass, Annual Pass, and Toll-By-Plate rates. Proposers are required to complete the Solution Requirements Table outlined Attachment 1, indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements.

2.3.1 LANE SYSTEM

The selected Proposer shall provide a Lane System required to complete All Electronic Tolling (AET) via SunPass and Toll-By-Plate functionality. The County currently owns six Encompass 6 Readers. The Lane System must include all required equipment, components, and associated software. This shall be inclusive, but not limited to all wiring and cabling, circuit breaker panels, and grounds to connect the Lane System to the existing electrical system as outlined in Section 2.2.2.1 and 2.2.3.1. The selected Proposer shall be responsible for obtaining and maintaining any permits required to complete implementation of the proposed Solution. Proposers should provide a detailed description of the Lane System to be provided in Item No. 13 of the Proposer Information Section.

2.3.2 SOFTWARE APPLICATION

The selected Proposer shall provide a software application capable of processing, calculating, aggregating, storing, reconciling, amending, auditing, and reporting all transactions received from the Lane System. The software application shall be capable of operating within the County's Technology Model as outlined in Attachment 2 and meeting the County's Hosting Requirements as outlined in Attachment 3. Data must be stored in UFM to allow for interoperability with FTE systems in order to generate, exchange, amend and transmit data. The software application delivered within the proposed Solution shall also be capable of gathering data to manage the County annual pass programs as described in Sections 2.2.2.3 and 2.2.3.3. The software application should include full backup, restoration and archiving capabilities. In addition, the software application must include a Maintenance Online Management System (MOMS), which is a component that monitors and analyzes all systems and sub-systems, as well as records and tracks maintenance activities. Proposers should provide a detailed description of the software application to be provided in Item No. 8 of the Proposer Information Section.

2.3.2.1 DASHBOARDS

The proposed Solution shall include a suite of web-based dashboards to provide access to real-time data and historical data to support administrative operations. The dashboards should include configurable user access levels based on administrative roles as well as user customizable look and feel.

2.3.2.2 INTERFACES

The selected Proposer shall be responsible for developing the interfaces listed below in order to obtain the following services:

- An interface is to be developed to transmit and receive data between the proposed Solution and the FTE. This interface should allow for AVI and Toll-By-Plate transactions as well as transponder status and correlation files.
- An interface is to be developed to transmit data from the Customer Service Component to the County's payment Gateway. The interface can be developed to access the data in either a XML interface or via a web service.

2.3.3 ANNUAL PASS HOLDER CUSTOMER SERVICE COMPONENT

The selected Proposer shall provide a Customer Service Component (CSC) that is capable of processing applications and payments for customers that qualify for and wish to purchase annual passes. The CSC may be either web-based or a client application to be installed on County hardware located at both Causeway toll plazas. The CSC should integrate with the software application to allow for the transfer of data. The CSC must interface the County's payment gateway for transaction processing. The County's payment gateway is accessible via both pure XML interface and web service. Proposers should provide a detailed description of the CSC to be provided in Item No. 14 of the Proposer Information Section.

The proposed CSC must meet PCI (Payment Card Industry) compliance requirements. The County does not process PIN numbers for security reasons, so debit card transactions must be processed as credit card transactions. Credit card numbers should not be stored by the CSC, and should not be unmasked. Proposers are to provide a detailed description of the security features of the proposed CSC to be provided in Item No. 20 of the Proposer Information Section.

2.3.4 ANNUAL PASS RESTRICTIONS

The proposed Solution shall operate under the following restrictions for annual passes:

- Annual pass transactions will be processed via SunPass transponders and require a valid SunPass account.
- An annual pass can only be used in the toll plaza for which it was established the software operating within each causeway shall validate each patron.
- An annual pass account may be associated with multiple annual passes to accommodate multi-vehicle, however only each annual pass can only be associated with a single vehicle.
- An annual pass is limited to non-commercial two-axle vehicles, with the exception of For-Hire and Recreational Plan passes.
- An annual pass shall be granted a grace period of fifteen (15) days to allow annual pass account holders to purchase an annual renewal. All transactions after the grace period will be processed as a standard SunPass or Toll-By-Plate transaction.

Proposers should provide a detailed description of how the proposed Solution is capable of meeting these restrictions in Item No. 10 of the Proposer Information Section.

2.3.5 NETWORK INFRASTRUCTURE

The selected Proposer shall be responsible for providing all networking equipment and incidentals required to provide connectivity from the software application to the Lane System and CSC.

Proposers should provide a detailed description of the equipment and incidentals that are to be provided in Item No. 16 of the Proposer Information Section.

2.4 MAINTENANCE SERVICES TO BE PROVIDED

The selected Proposer shall provide all maintenance services for the proposed Solution throughout the term of the contract, including any optional renewal periods. At a minimum, maintenance services shall include updates and upgrades to the Solution to maintain compatibility with future County and FTE hardware and software infrastructure. Upgrades should be provided at no additional cost to the County. Maintenance Services on the software application shall include corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. All environments, production and non-production, including testing and staging shall also be covered under Maintenance Services. Maintenance services may be provided via Remote Services to County servers either by Citrix SSL VPN, Encrypted Connection, or dedicated IP address; access will require prior approval from the County. Maintenance services for the equipment component shall include preventative maintenance to combat normal wear and tear from general usage to maintain proper operations. Proposers should provide a detailed description of maintenance services to be provided in Item No. 23 of the Proposer Information Section.

2.5 TRAINING SERVICES TO BE PROVIDED

The selected Proposer shall provide on-site training on the proposed Solution for a minimum of 11 users, broken down into user appropriate sessions for the following groups:

Maintenance Staff	2
System Administrators	2
Customer Service Staff	5
IT/Technical Staff	2

The selected Proposer must provide all necessary documentation on the proposed Solution, customized for the County, both in hard copy and in electronic format. Facilities and computers will be provided by the County for the purpose of conducting such training. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Proposers should provide a detailed description of the training services to be provided in Item No. 22 of the Proposer Information Section.

2.6 TECHNICAL SUPPORT SERVICES TO BE PROVIDED

The selected Proposer shall be responsible for providing technical support services to ensure optimal performance of the proposed Solution. This should include remote diagnostic tools to detect and correct application errors in the software application and repair services for the equipment component. The County's preferred escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Solution is in a non-responsive state and severely affects Users' productivity or operations that will result in immediate loss of revenue, closure of a lane, loss of audit data, or hazards to personnel or drivers.	One (1) Hour	Four (4) Hours	One (1) Hour

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	Four (4) hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	Twenty Four (24) hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

The selected Proposer should make live support available 8 AM to 5 PM Eastern Standard Time, Monday through Friday. The selected Proposer should also make on-call support available 24 hours per day, 7 days per week to address critical issues. Proposers should provide a detailed description of technical support services to be provided in Item No. 24 of the Proposer Information Section.

2.7 INVENTORY REQUIREMENTS

The selected Proposer shall be responsible for providing the County with an on-site inventory of spare parts sufficient for one complete lane per causeway. PWWM will provide storage space for the spare inventory to be provided as part of the resultant contract awarded to the selected Proposer. Proposer should provide a detailed description of how this requirement will be met in Item No. 25 of the Proposer Information Section.

2.8 IMPLEMENTATION SERVICES TO BE PROVIDED

The selected Proposer shall be responsible for providing on-site installation, integration and configuration services for all components of the proposed Solution. This should include planning and operational process redesign. The selected Proposer shall be responsible for testing the Solution and insuring proper functionality prior to launching in the production environment. No conversion of historical data will be completed as part of this implementation. Proposers should anticipate the installation of lane equipment within a short period of time in coordination with civil work necessary for this project and an adjacent bridge reconstruction project. Implementation, including lane closures can be conducted 24 hours per day. Additionally, work that results in excessive noise may be restricted by the City of Miami.

The selected Proposer must be capable of implementing all required equipment, components, and software inclusive of all testing, configuring, and development of the proposed Solution at both causeways within ten months of contract award. The project plan for the proposed Solution shall not exceed a ten (10) month period. Proposers should dedicate all required resources appropriately to meet this project timeline. Proposers should provide a detailed description of all implementation services and project timeline in Item No. 20 of the Proposer Information Section.

2.9 SOFTWARE ESCROW

The Selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed Solution at the time of Final System Acceptance. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement as part of the Proposal Submission Package Item No. 28. Software escrow shall be provided by the selected Proposer and pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

3.0 RESPONSE REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

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

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

4.0 EVALUATION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

4.2 EVALUATION CRITERIA

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

	Evaluation Criteria	Points
	Technical Criteria	
1	Solution Requirements: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: *A)* Software Requirements *B)* Lane System Requirements *C)* Customer Service Component	20

Evaluation Criteria		Points
2	Proposer's approach and methodology to providing the services requested in this Solicitation including usability, customization, implementation, training, maintenance and technical support services.	25
3	Proposed timeline for complete Solution implementation, including completion of all customization, configuration, integration, testing, and final system acceptance.	25
4	Proposer's relevant experience and qualifications including key personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	15
Price Criteria		
5	Proposed price will be evaluated based on the solution proposed and overall best value to the County.	15
	Total Points Per Evaluation/Selection Committee Member:	**100**

4.3 ORAL PRESENTATIONS

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. **Oral Presentations are anticipated to be held Wednesday, March 6, 2013.** (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 SELECTION FACTOR

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://new.miamidade.gov/business/business-development.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 LOCAL CERTIFIED SERVICE-DISABLED VETERAN'S BUSINESS ENTERPRISE PREFERENCE

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not

receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 PRICE EVALUATION

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

4.7 LOCAL PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 NEGOTIATIONS

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

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

During negotiations, the Proposer(s) may propose to the County the terms, conditions, and pricing for additional goods and services to be provided to the County during the course of the contract which may serve to enhance the project, improve the efficiency or ease of use of the project elements, or result in net savings to the County. Those terms and conditions may be incorporated into the contract to be exercised at the sole discretion of the County. This may include, but not is not limited to, a customer service website for services related to annual passes.

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

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

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

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a

duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 CONTRACT AWARD

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

4.10 RIGHTS OF PROTEST

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

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration
Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/procurement/vendor-registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

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

c) Inspector General Reviews
According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

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

6.0 ATTACHMENTS

Proposal Submission Package (Including Forms A1- A6)

Form B-1 Price Proposal Schedule

Attachment 1 – Requirements Table

Attachment 2 – Miami-Dade County Technology Model

Attachment 3 – Miami-Dade County Hosting Requirements and Compatibility Matrix

Draft Form of Agreement

Exhibit A – Civil Drawings – Rickenbacker Toll Plaza

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. 861
SunPass/Toll-By-Plate Electronic Tolling Solution

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

1. **Form A-1, Cover Page of Proposal**
   Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. **Proposer Information**
   Complete following the requirements therein.

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

3. **Affidavits/Acknowledgements**
   Complete and sign the following forms:

   Form A-2, Lobbyist Registration for Oral Presentations
   Form A-3, Acknowledgement of Addenda
   Form A-4, Local Business Preference
   Form A-5, Fair Subcontracting Policies
   Form A-6, Subcontractor/Supplier Listing

4. **Form B-1, Price Proposal Schedule**
   Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and twelve (12) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container. Proposers are requested to submit an electronic version of the Proposal in PDF format or equivalent. Electronic media submitted may be either Compact Disk (CD) or USB Flash Drive and shall bear a label on the outside containing the RFP number and name and the name of the Proposer. All electronic media submitted to the County will not be returned to the Proposer.

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.: 861
RFP Title: SunPass/Toll-By-Plate Electronic Tolling Solution
Proposal Due Date: February 27, 2013

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(____) _____	(____) _____	_____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here **only** if Proposer has such conviction to disclose.

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 7/29/11

Proposer Information Section
SunPass/Toll-By-Plate Electronic Tolling Solution

TABLE OF CONTENTS

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

MINIMUM QUALIFICATION REQUIREMENT

Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirement is as follows:

1. Proposer shall have completed a successful implementation and integration with FTE SunPass similar in scope to the services outlined within Section 2 and inclusive of integration with annual plans. Proposer shall provide a listing of such implementations to meet this minimum qualification requirement, including appropriate contact information for the agency at which the implementation has been completed.

PROPOSER'S BACKGROUND, EXPERIENCE AND PAST PERFORMANCE

1. Describe the Proposer's company background, past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include information on how long the company has specifically provided the proposed Solution and the amount of company revenue associated with such solutions. Provide detailed information regarding the number of staff dedicated to the development and support the proposed Solution and how much is invested in research and further development of such solutions. This should include a description of any corporate mergers, buyouts, or acquisitions previously completed or under current consideration.

2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) complexity in terms of project scope and team size, (iv) length of the contract, (v) statement of whether Proposer was the prime contractor or subcontractor, and (vi) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). Client contact person, phone number, and e-mail should be provided upon request. At a minimum, detailed client and project information must be received as requested in the Proposal Submission Package.

3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) County contact person and phone number, (iv) statement of whether Proposer was the prime contractor or subcontractor, and (v) the results of the project.

4. Provide a listing of all major clients using the proposed Solution integrated with annual plans or similar scope of services.

Must Include:
Name of the Agency
Name/Title of the Contact Person
Contact Person's Phone Number
Contact Person's E-mail Address
Project start and end dates

KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

6. List the names and addresses of all subcontractors and describe the extent of work to be performed by each subcontractor.

7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. Specifically outline experience in the toll collection industry and experience in working with the proposed Solution. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal. The County reserves the right to approve or reject any proposed personnel after their resumes, references and background checks are reviewed.

PROPOSED SYSTEM FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES

8. Describe the software application of the proposed Solution. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed Solution. Provide printed screen shots and diagrams to illustrate each component. This should include a diagram of the technical components of the proposed Solution and a description of where such components are installed and a schematic of the data model as well as the application language used in the proposed Solution.

9. Describe in detail the portions of the proposed Solution that will require configuration (setup) versus customization (additional development).

10. Provide a detailed description of how the proposed Solution will process annual accounts, including how the restrictions outlined in Section 2.3.4. This should include information regarding security, data integrity, and avoidance of duplicate tolls.

11. Provide a detailed description of how the proposed Solution will process SunPass and Toll-By-Plate transactions. This should address the complete data flow, including data security, integrity and avoidance of duplicate tolling.

12. Provide the recommended hardware and software requirements for the software application in the proposed Solution, including any information regarding requirements for dedicated application servers, storage devices or other hardware as well as information regarding the ability to function in a virtual environment.

13. Provide a detailed description of the Lane System being proposed. This should include information regarding all aspects of functionality and included equipment. Please provide images or diagrams to illustrate each component. Additionally, Proposer should provide the recommended life cycle of the equipment and associated components to ensure optimal performance.

14. Provide a detailed description of the Customer Service Component (CSC) being proposed. This should include information regarding all aspects of functionality. This should include account management, verification requirements, renewals, adjustments, payments, and reporting. Please provide the recommended hardware and software requirements for the proposed CSC.

15. Describe the approach to configuring and synchronizing data between the software application and the Lane System.

16. Provide a detailed description of the network infrastructure component to be provided to connect the software application to the Lane System and CSC. This should include information regarding all aspects, including equipment and cabling to be provided.

17. Provide a detailed description of how the proposed Solution will address catastrophic failures that result in loss of data, including backup and restore functionality. This should include information on how data will be recovered without disruption to current operations.

18. Provide a detailed description of the manner in which the interfaces outlined in Section 2.3.2.2 will be developed and how they will meet the needs identified. Include information regarding previous development completed on similar interfaces.

19. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project.

20. The Proposer must submit a Project Plan to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; site preparation; unit, system and acceptance testing; load and balance testing; a phased approach to the training and implementation of the solution and post-implementation support. The Proposer should allocate sufficient time for comprehensive user acceptance testing. **This timeline must include a description of how resources will be dedicated to the project to ensure completion within 10 months from contract award.**

    Performance Testing Tools if required, are to be provided by the Proposer.

    As part of the Project Plan, provide a detailed description of Proposer's approach to a comprehensive transfer of knowledge phase for County staff to include how the components are integrated to allow the County to assume responsibility of modifying the environment for future requirements and releases. This transfer must be built into the project plan and time to be allocated to this activity throughout the project including a recap of knowledge transfer built into the post production period. The Proposer should indicate in the response all areas that will be targeted for technical and user populations regarding knowledge transfer.

Additionally, the Project Plan must include a transition process to move both toll plazas to the proposed Solution while maintaining operations. It should include a schedule of migration to move existing annual pass holders to the proposed Solution without incurring duplicate tolls or impairing operations.

21. Provide a detailed description of the security measures of the proposed Solution, including information regarding how the proposed Solution will allow the County to define access to the data based on current industry best practices such as roles and permission lists. Proposers should also provide a detailed description of the security features specific to the CSC. This shall include the submission of the following official compliance documentation to verify PCI compliance: Current Payment Card Industry Attestation of Compliance (PCI-AOC), Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) certification for any payment applications used by the CSC, and Payment Card Industry PIN Transaction Security (PCI PTS) certification for any device processing cardholder PIN transactions.

22. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.

23. Provide a detailed explanation of the approach to maintenance services, including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades. Provide a detailed explanation of how maintenance services will be provided for equipment including the recommended maintenance schedules. Only maintenance services that are included in the cost proposal being proposed to the County should be included in the response to this question. This should also include information regarding preventative maintenance services on equipment as well as methodologies for developing potential predictive maintenance. Do not include information regarding services that are provided at an additional cost.

24. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.

25. Provide a detailed description of how the Proposer will address the County's need for on-site inventory. This should include information on payment and warranty terms or any other information required to meet this requirement.

26. Provide description of anything (functionality, software, or hardware) not identified in the RFP that will be required to make proposed Solution meet the Scope of Services.

27. Describe the key value-added features of the proposed Solution (products or services) that differentiate Proposer from other solutions.

28. Provide a description of how the Proposer will meet the County's needs for Software Escrow and the recommended third party agent.

PROPOSED PRICING

29. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the System being proposed. This should include a detailed description of the cost models used in the provided cost breakdown tables.

EXCEPTIONS TO TERMS

30. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

FORMS A-2 THROUGH A-6

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

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

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

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

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

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

Signature of Authorized Representative: _____ Title: _____

STATE OF _____

COUNTY OF _____

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

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

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

Revised 2/7/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

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

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

Addendum #1, Dated _____, 201___

Addendum #2, Dated _____, 201___

Addendum #3, Dated _____, 201___

Addendum #4, Dated _____, 201___

Addendum #5, Dated _____, 201___

Addendum #6, Dated _____, 201___

Addendum #7, Dated _____, 201___

Addendum #8, Dated _____, 201___

Addendum #9, Dated _____, 201___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/25/10

Form A-4

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

   Check box, if applicable:

   ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.

   ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by_____

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

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

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

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

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)
by _____. He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

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

Notary Public _____ Notary Seal
(State)

Form A-4 Rev. 1/12/05

Form A-5

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

_____

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Form A-6 Rev. 2/13/01

FORM A-6

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ **FEIN:** _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for pr professional services which involve expenditures of $100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of $10(contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identifie Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontrac Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise dilig same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners race/ethnicity)							
			Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners race/ethnicity)							
			Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the S and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

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

_____

Signature of Proposer **Print Name** **Print Title**

30

FORM B-1

FORM B-1 - PRICE PROPOSAL SCHEDULE

SunPass/Toll-By-Plate Electronic Tolling Solution

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including, but not limited to, software licenses, implementation, configuration, integration, testing, training, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

TOTAL PROPOSED PRICE FOR A SUNPASS/TOLL-BY-PLATE ELECTRONIC TOLLING SOLUTION FOR THE INITIAL FIVE (5) YEAR TERM:

$_____

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

B. BREAKDOWN OF PROPOSED PRICE

The Proposer shall provide a breakdown of the "Proposed Price" stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C". Unless otherwise indicated, the proposed prices set forth below will correspond to the initial five year contract term.

DESCRIPTION	TOTAL PRICE
Software Application License Fee *(Please provide detailed cost breakdown in Table B1 below)*	$
Lane System *(Please provide detailed cost breakdown in Table B2 below)*	$
Customer Service Component (Please provide detailed cost breakdown in Table B3 below).	$
Professional Services *(Please provide detailed cost breakdown in Table B4 below)*	$
Testing and Implementation *(Please provide detailed cost breakdown in Table B5 below)*	$
Customization including Annual Pass Program *(Please provide detailed cost breakdown in Table B6 below)*	$

DESCRIPTION	TOTAL PRICE
Training *(Please provide detailed cost breakdown in Table B7 below)*	$
Interface Development *(Please provide detailed cost breakdown in Table B8 below)*	$
Miscellaneous Costs including Travel, if applicable *(Please provide a detailed cost breakdown in Table B9 Below)*	$
Escrow Services *(Please provide a detailed cost breakdown in Table B10 Below)*	$
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1 *(Beginning at Final System Acceptance upon completion of implementation)*	$
Maintenance and Technical Support Service Fees Year 2	$
Maintenance and Technical Support Service Fees Year 3	$
Maintenance and Technical Support Service Fees Year 4	$
Maintenance and Technical Support Service Fees Year 5	$
***Total Proposed Price:**	$

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

TABLE B1: PRICE BREAKDOWN FOR PROPOSED SOFTWARE APPLICATION				
Software Product Name and proposed Version	**Unit of Purchase** *(License Type: Explain type of user license provided.* User/Site/Concurrent/etc.)	**Unit Price**	**Quantity**	**Total (Unit Price x Quantity)**
				$
				$
				$
				$
				$
			Total for Software:	$

Rev. 2/12/2013

TABLE B2: PRICE BREAKDOWN FOR PROPOSED LANE SYSTEM				
Description	Model Number	Unit Price	Quantity	Total (Unit Price x Quantity)
				$
				$
				$
			Total for Lane System:	$

TABLE B3 - PRICE BREAKDOWN FOR CUSTOMER SERVICE COMPONENT	
Description/Milestone	Price
	$
	$
	$
	$
Total for Customer Service Component:	$

TABLE B4 - PRICE BREAKDOWN FOR PROFESSIONAL SERVICES	
Description/Milestone	Price
	$
	$
	$
	$
Total for Professional Services:	$

TABLE B5 - PRICE BREAKDOWN FOR TESTING AND IMPLEMENTATION	
Description/Milestone	Price
	$
	$
	$
	$
Total for Testing and Implementation:	$

TABLE B6 - PRICE BREAKDOWN FOR SOFTWARE CUSTOMIZATION / ANNUAL PLANS	
Description/Milestone	**Price**
Rickenbacker Resident Plan	$
Rickenbacker Commuter Plan	$
Rickenbacker Commuter-4 Plan	$
Rickenbacker Recreational Plan	$
Rickenbacker School Plan	$
Rickenbacker For-Hire Plan	$
Venetian Owner Plan	$
Venetian Commuter Plan	$
Venetian For-Hire Plan	$
	$
	$
	$
	$
Total for Software Customization/Annual Pass Plans:	**$**

TABLE B7 - PRICE BREAKDOWN FOR TRAINING SERVICES	
Description/Milestone	**Price**
	$
	$
	$
	$
Total for Training:	**$**

TABLE B8 - PRICE BREAKDOWN FOR PROPOSED INTERFACE DEVELOPMENT	
Description/Milestone	**Price**
	$
	$
	$
Total for Proposed Interfaces:	**$**

TABLE B9 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS	
Description/Milestone	**Price**
	$
	$
	$
	$
Total for Miscellaneous Costs:	**$**

TABLE B10 - PRICE BREAKDOWN FOR ESCROW SERVICES	
Description/Milestone	**Price**
Escrow Services – Year 1	$
Escrow Services – Year 2	$
Escrow Services – Year 3	$
Escrow Services – Year 4	$
Escrow Services – Year 5	$
Total for Escrow Services:	**$**

C. OPTIONAL PRODUCTS/SERVICES

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

C1. ADDITIONAL LANE SYSTEM COMPONENTS

DESCRIPTION	UNIT FEE
Additional Lane System Components Equivalent To Solution Proposed In This Form B-1 - Table B2.	$

C2. OPTION-TO-RENEW (OTR) MAINTENANCE AND TECHNICAL SUPPORT SERVICE FEES

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 –Maintenance and Technical Support Service Fees (Years 6 - 10)		**$**
Maintenance and Technical Support Service Fees *Contract Year 6*	$	

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Maintenance and Technical Support Service Fees *Contract Year 7*	$	
Maintenance and Technical Support Service Fees *Contract Year 8*	$	
Maintenance and Technical Support Service Fees *Contract Year 9*	$	
Maintenance and Technical Support Service Fees *Contract Year 10*	$	
OTR 2 – Maintenance, and Technical Support Service Fees (Years 11 - 15)		$
Maintenance and Technical Support Service Fees *Contract Year 11*	$	
Maintenance and Technical Support Service Fees *Contract Year 12*	$	
Maintenance and Technical Support Service Fees *Contract Year 13*	$	
Maintenance and Technical Support Service Fees *Contract Year 14*	$	
Maintenance and Technical Support Service Fees *Contract Year 15*	$	
OTR 3 – Maintenance, and Technical Support Service Fees (Years 16 - 20)		$
Maintenance and Technical Support Service Fees *Contract Year 16*	$	
Maintenance and Technical Support Service Fees *Contract Year 17*	$	
Maintenance and Technical Support Service Fees *Contract Year 18*	$	
Maintenance and Technical Support Service Fees *Contract Year 19*	$	
Maintenance and Technical Support Service Fees *Contract Year 20*	$	
OTR 4 – Maintenance, and Technical Support Service Fees (Years 20 - 25)		$
Maintenance and Technical Support Service Fees *Contract Year 20*	$	
Maintenance and Technical Support Service Fees *Contract Year 21*	$	

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Maintenance and Technical Support Service Fees *Contract Year 22*	$	
Maintenance and Technical Support Service Fees *Contract Year 23*	$	
Maintenance and Technical Support Service Fees *Contract Year 24*	$	
Maintenance and Technical Support Service Fees *Contract Year 25*	$	

C2. *OTR SOFTWARE ESCROW FEES*

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Software Escrow Agreement Fees (Years 6 - 10)		$
Software Escrow Agreement Fees *Contract Year 6*	$	
Software Escrow Agreement Fees *Contract Year 7*	$	
Software Escrow Agreement Fees *Contract Year 8*	$	
Software Escrow Agreement Fees *Contract Year 9*	$	
Software Escrow Agreement Fees *Contract Year 10*	$	
OTR 2 – Software Escrow Agreement Fees (Years 11 - 15)		$
Software Escrow Agreement Fees *Contract Year 11*	$	
Software Escrow Agreement Fees *Contract Year 12*	$	
Software Escrow Agreement Fees *Contract Year 13*	$	
Software Escrow Agreement Fees *Contract Year 14*	$	
Software Escrow Agreement Fees *Contract Year 15*	$	

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 3 – Software Escrow Agreement Fees (Years 16 - 20)		$
Software Escrow Agreement Fees *Contract Year 16*	$	
Software Escrow Agreement Fees *Contract Year 17*	$	
Software Escrow Agreement Fees *Contract Year 18*	$	
Software Escrow Agreement Fees *Contract Year 19*	$	
Software Escrow Agreement Fees *Contract Year 20*	$	
OTR 4 – Software Escrow Agreement Fees (Years 20 - 25)		$
Software Escrow Agreement Fees *Contract Year 20*	$	
Software Escrow Agreement Fees *Contract Year 21*	$	
Software Escrow Agreement Fees *Contract Year 22*	$	
Software Escrow Agreement Fees *Contract Year 23*	$	
Software Escrow Agreement Fees *Contract Year 24*	$	
Software Escrow Agreement Fees *Contract Year 25*	$	

C4. *OPTIONAL PROFESSIONAL SERVICES*

Service	Proposed Hourly Rate
Project Manager	$
Programmer	$
Junior Programmer	$
Web Developer	$
Trainer	$
System Administrator	$
Database Administrator	$
On-Site Training (Per Day)	$

Service	Proposed Hourly Rate
Other (List Description)	$

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

ATTACHMENT 1

REQUIREMENTS TABLE

Proposers are required to complete the charts below indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the "Detailed Explanation" field for ALL items included in the table.** This should include a description of any customization required to meet the requirement. A blank or N/A in any box will be interpreted as an "N".

The acceptable response codes are as follows:

- **"Y" - "Yes"** - Indicates that the requested functionality is currently available in the proposed System.
- **"N" – No"** - Indicates that the requested functionality is not available in the proposed System.
- **"C" - "Custom"** - Indicates that the requested functionality can be accommodated through a customization.

  Proposers should indicate their capability of fulfilling each requirement below using the codes outlined above.

	Requirement	Meet (Y, N, C)	Detailed Explanation
Lane System Requirements			
1.	Proposed Solution is capable of providing automatic vehicle identification.		
2.	Proposed Solution is capable of providing automatic vehicle detection and classification.		
3.	Proposed Solution is capable of taking accurate front and rear vehicle images in all weather conditions.		
4.	Proposed Solution includes an integrated canopy lane control signal that is a minimum of 20" square LED head that is capable of displaying a green arrow and red "X" to display that operational status of each lane.		
5.	Proposed Solution includes all lane equipment.		
6.	Proposed lane controller includes redundancy capabilities.		
7.	Proposed lane controller is capable of processing multiple toll rate tables in accordance with County business rules.		
8.	Proposed lane controller is capable of processing the POSI List of interoperable transponders as well as County annual passes in accordance with County business rules.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
9.	Proposed lane controller is capable of automatically returning to the previous operational state after recovering from a power failure.		
10.	Proposed lane controller is capable of providing real-time data to the Software Application for processing of transactions.		
11.	Proposed Solution includes Uninterruptible Power Supply (UPS) equipment and functionality for the Lane System.		
12.	Proposed Solution includes data storage and retrieval functionality for a minimum of 120 days of transactions and raw image data.		
Software Application Requirements			
13.	Proposed Solution includes data reconciliation, amending, and auditing functionality.		
14.	Proposed Solution includes archiving capabilities.		
15.	Proposed Solution is capable of automatically uploading stored transaction and image data while continuing to capture current transactions as they occur.		
16.	Proposed Solution is capable of capturing and queuing transaction and image data locally for a minimum period of 92 days in the event of loss of connectivity from the lane controllers to the software application. All queued transactions and images will be uploaded automatically upon restoration of connectivity.		
17.	Proposed Solution captures transactions in a first in, first out (FIFO) manner.		
18.	Proposed Solution has the ability to query and validate data against tab delineated and Excel spreadsheets.		
19.	Proposed Solution includes built-in standard reports.		
20.	Proposed Solution is capable of generating ad hoc reports.		
21.	Proposed Solution allows reports to be viewed in both summary and detailed layouts.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
22.	Proposed Solution is capable of exporting and/or saving reports in PDF, CSV, and XML format.		
23.	Proposed Solution is capable of displaying reports to illustrate trends over time.		
24.	Proposed Solution includes capabilities to prevent transaction, image, and revenue loss.		
25.	Proposed Solution allows users to review individual transactions via a unique identifier.		
26.	Proposed Solution tracks transactions that are removed in order to preserve historical data.		
27.	Proposed Solution is capable of automatically backing up all data to a removable storage media.		
28.	Proposed Solution is capable of completing backups and data archives on a daily basis without requiring manual intervention or interfering with normal Solution performance/operations.		
29.	Proposed Solution can accommodate the restoration of archived data.		
30.	Proposed Solution retains detailed transaction, revenue and violation data in production accordance with PCI, State of Florida, and County standards for a period of 13 months.		
31.	Proposed Solution is capable of maintaining detailed system logs for a period of one month after which time such information shall be archived.		
32.	Proposed Solution is capable of generating warning notices when disk space reaches high capacity.		
33.	Proposed Solution is capable of automatically deleting data which has been successfully archived without manual intervention.		
34.	Proposed Solution is capable of automatically notifying the system administrator when automatic deletions have taken place.		
35.	Proposed Solution is capable of generating and transmitting UFMs to FTE.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
36.	Proposed Solution includes data receipt acknowledgements when transmitting UFMs to FTE.		
37.	Proposed Solution is capable of automatic resends for instances when data transfers to FTE fail.		
38.	Proposed Solution logs all data transfer errors and automatically notifies users of such errors.		
39.	Proposed Solution is capable of amending UFMs and then transmitting to FTE.		
40.	Proposed Solution is capable of receiving Transponder POSI Lists from FTE and transmitting them to the Lane System.		
41.	Proposed Solution is capable of generating County POSI Lists to include annual pass transponders and transmitting them to the Lane System.		
42.	Proposed Solution is capable of generating, updating, and transmitting Toll Rate Tables to the FTE as well as to the Lane System.		
43.	Proposed Solution is capable of processing annual pass transactions received from the Lane System and posting such transactions to the associated annual pass account without transmitting the data to the FTE.		
44.	Proposed Solution is capable of processing annual pass transactions received from the Lane System and posting such transactions to the associated annual pass account as well as transmitting the data to the FTE with a zero dollar ($0) toll rate.		
45.	Proposed Solution includes role based functional access/restrictions.		
46.	Proposed Solution requires users to log on and log off using secure passwords consistent with industry best practices.		
47.	Proposed Solution includes configurable Toll Rate Tables to allow County staff to make modifications without the need of additional programming.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
48.	Proposed Solution includes a minimum of two pre-established Toll Rate Tables that are stored within the software application to allow for immediate conversion.		
49.	Proposed Solution is capable of storing raw image files for 120 days work of transactions.		
50.	Proposed Solution is capable of converting raw image files to compressed color JPEG.		
51.	Proposed Solution is capable of storing compressed image files for 365 days.		
52.	Proposed Solution includes indexing and search capabilities for image files.		
53.	Proposed Solution is capable of storing individual transactions of up to 5 MB each.		
54.	Proposed MOMS component is capable of monitoring the status of all the Solution subsystems, tracking alarms, assigning priorities, and providing reports and analysis.		
55.	Proposed MOMS includes work order processing with tracking capability from inception to completion.		
56.	Proposed MOMS includes selectable alarms, manual initiation, and maintenance scheduling functionality.		
57.	Proposed MOMS tracks personnel and time, as well as maintenance activities.		
58.	Proposed MOMS includes status reporting for all work orders.		
59.	Proposed MOMS provides predictive maintenance analysis based on preventative maintenance activities.		
60.	Proposed MOMS monitors UPS battery life and reports warning and/or failures.		
61.	Proposed MOMS monitors and provides alarms when environmental conditions exceed acceptable tolerances for the Lane System.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
62.	Proposed MOMS includes asset management functionality to include history, inventory, and status of equipment in operation.		
63.	Proposed MOMS tracks spare parts inventory and components through all stages on a monthly basis, including monthly parts usage reports and warranty information.		
Annual Pass Holder CSC Requirements			
64.	Proposed CSC is capable of establishing and renewing annual pass accounts.		
65.	Proposed CSC is capable of posting transactions to annual pass accounts.		
66.	Proposed CSC is capable of interfacing with the County's payment gateway for processing payments.		
67.	Proposed CSC is capable of storing and retrieving scanned documents such as paper applications.		
68.	Proposed CSC allows County staff to enter application information.		
69.	Proposed CSC is capable of storing and tracking customer communications (e.g. complaints, inquiries, feedback, etc.) in PDF or JPEG.		
70.	Proposed CSC is capable of generating and sending messages in email or text message to annual pass account holders. This includes 30-day renewal reminders, 15-day grace period reminders, or other account information.		
71.	Proposed CSC does not store cardholder data not needed for business and sensitive authentication data after authorization regardless of whether such data is encrypted and meets Payment Card Industry (PCI) data security standards published as and outlined at the following link: https://www.pcisecuritystandards.org/security_standards/documents.php?document=pci_dss_v2-0#pci_dss_v2-0		

	Requirement	Meet (Y, N, C)	Detailed Explanation
72.	The selected Proposer meets the following Miami-Dade County security standards: I. The selected Proposer responsible for security of cardholder data in their possession. II. The selected Proposer can ensure that data can ONLY be used for assisting the County in completing a transaction, supporting a loyalty program, supporting the County, providing fraud control services, or for other uses specifically required by law. III. The selected Proposer provides business continuity in the event of a major disruption, disaster or failure. The selected Proposer is responsible for contacting the County's Chief Security Officer to immediately advise of any breaches in security where card data has been compromised.		
Dashboard Functionality			
73.	Proposed dashboards include configurable user access levels.		
74.	Proposed dashboards are customizable based on user preferences.		
75.	Proposed dashboards include traffic functionality with comparison of last 7 days (rolling 4 week averages) to current time traffic counts, including all transaction types (SunPass, Pass, video, other), and total vehicles by facility location, including a graphical comparison of current count to same time of daily average.		
76.	Proposed dashboards include revenue functionality with comparison of last 7 days (rolling 4 week averages) to current time traffic counts, including all transaction types (SunPass, video, other), and total vehicles by facility location, including a graphical comparison of current count to same time of daily average.		
77.	Proposed dashboards include a spot speed function to provide speed information for the average last 7 days compared to current speed for each lane, and overall facility locations, including color indications for anomaly speed results.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
78.	Proposed dashboards include a data transmission function to provide real-time update and 7 day rolling average volume of lane/plaza data transmission and confirmation of receipt to the software application and from the software application to FTE, and confirmation of receipt by FTE including color indications for anomaly data transmission results, and graphic displays of transmission volumes.		
79.	Proposed dashboards include camera monitoring functions indicating the current status of camera operations, through a sampling of images.		
80.	Proposed dashboards display MOMS alerts, indicating the status of the system operations, including system performance, system storage, CPU performance, and other system alert messages		
81.	Proposed dashboards include functionality providing for summary data relevant to the County operational needs. This shall include rolling 13 months comparison of traffic and indicated revenue and % of SunPass, annual pass, and Toll-By-Plate revenues and transaction volumes with annual total by each facility.		
82.	Proposed dashboards include annual pass account functionality, indicating the volumes of all pass types, number of annual pass enrolled by type and totals, volume used during the reporting period, and frequency of pass used by type; summary of CSC actions, related to renew, terminated, new accounts, and other CSC functions.		
83.	Proposed dashboards include search functions for transaction and video images which are easily configured to find multiple combinations of SunPass and Toll-By-Plate transactions based on account or transponder ID, annual pass account information, facility, date, time, or transaction characteristics, axle class, event types. Results shall display full transaction data and compressed image of indicated transaction(s). Search results may be flagged by the user, printed, saved and aggregated to other similar flagged results for further operator analysis.		

	Requirement	Meet (Y, N, C)	Detailed Explanation
84.	Proposed dashboards shall provide a tab for launching all system reports, as defined through user administrative roles configurations.		
85.	Proposed dashboards include access to the plazas in real time, including UFM queries and system monitoring and traffic activity monitoring.		
Performance Measures			
86.	Vehicle presence detection must be 100%		
87.	Properly separate vehicles must be greater than or equal to 99.9%		
88.	Properly determine vehicle classification must be greater than or equal to 99.8%		
89.	Vehicle speed detection from automactic vehicle classification devices and reported in miles per hour must be +/- 2 miles per hour.		
90.	Report tag read/write information received from the AVI subsystem to the lane controller must be 100%		
91.	Correlate transponders to the correct vehicle and lane must be greater than or equal to 99.95%.		
92.	Image correlation success – defined as success rate of capturing image(s) (front and rear) of the correct vehicle and its associated region of interest must be greater than or equal to 99.9%.		
93.	Legible image capture success – defined as success rate of capturing a machine -and human-legible plate image (front and rear); both, plate number and state of issue are discernible must be greater than or equal to 99%.		
94.	AET lane throughput must be greater than or equal to 2200 vehicles per hour per lane.		
95.	AET burst rate – capability to process several vehicles in a short period of time (all lanes simultaneously) must be 1 vehicle every second per lane for a period of 15 seconds.		
96.	Mission critical – this includes AET Lane System, Software application and CSC must have 99.99% uptime or 53 minutes of downtime annually.		

ATTACHMENT 2

MIAMI-DADE COUNTY

INFORMATION TECHNOLOGY DEPARTMENT

TECHNOLOGY MODEL

Miami-Dade County Information Technology Department
Technology Model

Distributed Operating Systems	➢ Windows 2008 Enterprise Edition ➢ AIX 6.1 or Higher ➢ Red Hat Linux As 6 Or Greater ➢ VMware ➢ Oracle Unbreakable Linux 5.3 Or Higher ➢ OSX
Mainframe OS and OLTP	➢ Z/OS 1.11- upgrading to 1.13 in July 2012 ➢ Z/VM Release 6.1 ➢ Z/Linux SUSE SLES 10 Or Greater ➢ CICS V4R1
Database	➢ Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems (Enterprise Solution) ➢ AIX Oracle Non-RAC 11.2.0.2 ➢ MS SQL 2008 Enterprise 64 bit ➢ Oracle MySQL for Wordpress and PHP solutions
Hardware	➢ IBM Z Series mainframe (2 IBM 2098-E10/P03) – 7 LPARS – 2 VM partitions virtualizing Z/Linus Servers ➢ HP model servers with Integrated Lights Out (ILO) ➢ HP blade server with VIO option ➢ HP blade servers with CITRIX XenServer for XenApp virtualization ➢ HP blade servers with CITRIX Xen Server for XenDesktop virtualization Wintel servers with VMWare virtualization software ➢ HP Proliant dual core servers ➢ IBM pSeries servers (model 9119-FHA known as a p595) and IVR 9131-52A known as p520Workstations - preferred manufacturer (Dell) ➢ Thin Client Workstations – WYSE C10LE ➢ Mobile Devices – Blackberries, iPhone, iPad, Android
Network	➢ Fiber channel (BROCADE Fiber switches – Fe1, Fe2, Fe4, Fe40) ➢ TCPIP Communications Protocol ➢ Network Switches ➢ Telephone Switches ➢ Telephone Equipment ➢ DSL ➢ FiCon ➢ SolarWinds ➢ EdgeSight monitoring ➢ Remote locations connected to central County location with varying speeds from ADSL 256kbps to 1gbps for core sites ➢ Microsoft DNS ➢ Citrix SSL VPN ➢ Citrix Access Gateway
Storage	➢ Tier 1 SAN storage – IBM DS 8100, DS8300 ➢ Tier 2 SAN Storage – HP HSV SANS with Fiber Channel ➢ Tier 3 SAN Storage – HP HSV SANS with FATA high density low performance disk ➢ Tier 1 Tape Storage – SUN/STK SL8500 – 9940B Tape Drives ➢ Tier 2 Tape Storage – SUN/STK SL500 – LT02, LT04
Storage Management	➢ Veritas NetBackup 6.0 for all distributed systems backups ➢ Veritas Cluster Series ➢ Veritas Global Clusters ➢ Veritas Global Replicate ➢ Veritas Volume Manager ➢ AIX Power-HA formerly HACMP 6.1 or greater ➢ IBM-HSM for mainframe backup and recovery ➢ Innovation FDR for mainframe backup and recovery

	➢ CA/Disk for mainframe backup and recovery
Security	➢ RACF (mainframe security) ➢ Trend Anti-Virus for servers
Distributed Application Development	➢ ASP.NET ➢ Visual Studio 2008 (VB & C#) ➢ Rational Application Developer ➢ Rational App Scan ➢ .Net Framework 1.1, 2.0, 3.0, & 3.5 ➢ J2EE JDK 1.4 ➢ Objective-C for iOS SDK ➢ PHP5
Applications Desktop & Enterprise	➢ Microsoft Outlook 2007 or higher ➢ Microsoft Internet Explorer 7 & 8 ➢ MS Office 2007 or higher ➢ Citrix (Thin Client Access – Citrix Metaframe)
Enterprise Applications	➢ PeopleSoft ERP using WebLogic and Tuxedo ➢ ESRI software products for GIS (ArcGIS Server, ArcSDE, ArcInfo, ArcEditor, ArcIMS) ➢ Infor Asset Management ➢ WebSphere Voice Response (IVR) ➢ MicroSoft Exchange ➢ Electronic Document Management System
Middleware	➢ IBM MQ Message Broker and Workflow ➢ WebSphere Application Server 6.1 ➢ IIS 6.0, & 7.0 ➢ Microsoft Office SharePoint Server 2010 ➢ WebSphere Portal Server ➢ Shadow z/Services for CICS
Systems and Asset Management	➢ HP Insight Manager/SIM (for HP hardware management) ➢ HP Continuous Access Replicator ➢ MS SCOM, MS SCCM ➢ Enterprise Network & System Management o IBM Tivoli Monitoring o IBM Tivoli Network Manager o IBM Tivoli Netcool Omnibus o IBM Tivoli Composite Application Manager for Transactions o IBM Tivoli Composite Application Manager for SOA o IBM Tivoli Composite Application Manager for WAS o Tivoli Application Dependency Discovery Manager o IBM Tivoli Change and Configuration Management Database (Maximo) ➢ Scheduling Software Tivoli Workload Scheduler (OPC) – all platforms
Data and Information Management	➢ SQL Reporting Services ➢ IBM Content Manager OnDemand Online Reporting ➢ CA/Dispatch Online Report bundling/printing/viewing ➢ IBM Cognos BI 8.4 or 10 on Z/Linux for Business Analytics ➢ MetaManager
User Identification and Authentication	➢ Active Directory ➢ Tivoli Identity Manager ➢ RACF for Z/OS

Miami-Dade County
Information Technology Department
Technology Model – Database Systems

Background:

ITD provides Database services for applications on five distinct DBMS platforms, of which only 2 are approved for new system development or implementation of new vendor packages.

- The CA-IDMS mainframe based DBMS running under MVS is available only for maintenance and minor enhancements of existing legacy applications.
- The IBM DB2 mainframe based system is a turnkey database used exclusively for On-Demand report management on the mainframe and further development is not allowed.
- The IBM UDB distributed database on the AIX platform is used exclusively as a turnkey DBMS in direct support of specific IBM products that do not support our standard new systems RDBMS platforms. No development is allowed on this RDBMS platform.
- For new system development or implementation of vendor packages the two DBMS platforms are MSSQL and Oracle. An architectural review would be needed to determine the best DBMS platform for any given application. Factors used to determine the best DBMS platform include, but are not limited to, number of users, data type, total database size, transaction counts, DR, COOP, HA and multi-site co-processing requirements, integration(s) with other systems, internet vs. intranet usage, mainframe legacy interface, and reusability of existing enterprise components.
    - The MSSQL DBMS runs on the Windows 64 bit platform.
    - The Oracle RAC RDBMS system on the Red Hat Linux; non-RAC Oracle DBMS runs on AIX platform. Application databases that are CPU and/or I/O intensive are best suited for the AIX Oracle platform.

Current Release Levels by Product:

IDMS	IDMS Release 17.0 running on IBM ZOS release 1.11 moving to 1.13
DB2	DB2 Release 8 running on IBM ZOS release 1.11 moving to 1.13
UDB	UDB Release 8 to 9 running on AIX release 5.3 moving to 6.0
MSSQL	Enterprise 64 bit running on Windows 64 bit HP Servers
Oracle	Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems running on Linux Red Hat release AS 6 or higher on HP servers or AIX release 6.1 Oracle Edition Release 11.2.0.2– Partitioning is not available.

Current Infrastructure Configuration:

For purposes of this document the IDMS DB2 and UDB infrastructure configurations will not be described since new development or new systems installations are not authorized on these platforms.

MSSQL

The current County-wide shared platform consists of:

- In the Production environment 2 sets of clustered servers each consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.
- In the Test environment 1 set of clustered servers consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.
- Planned implementation of a mini-warehouse cluster consisting of 2 HP servers with 2 dual core processors running Windows 32 bit and MSSQL 32 bit. This platform will also support legacy link services between MSSQL to Oracle. Due to the inherent stability issues of this type of link service, current legacy systems requiring this service are located in this infrastructure with lower than 95% availability expectations.

- Planned implementation of a small Disaster Recovery Stand-by cluster to be located at the NAP consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.

Oracle

The current County-wide shared platform consists of:

- Two Production Multi-Node Oracle RACs consisting of multiple HP 2 dual core servers running Red Hat Linux for DBMS systems that fully conform to County standards of operation.
- One Test Multi-Node Oracle RAC consisting of multiple HP 2 dual core servers running Red Hat Linux.
- One planned Production Multi-Node RAC consisting of multiple HP 2 dual core servers running Red Hat Linux for DBMS systems that do not fully conform to county standards of operation.
- One planned Test Multi-Node RAC consisting of multiple HP 2 dual core servers running Red Hat Linux for DBMS systems that do not fully conform to County standards of operation.
- One planned Production Standby and Co-processing Multi-Node RAC consisting of multiple HP 2 dual core servers running Red Hat Linux located at the NAP for DBMS systems that require either standby Disaster Recovery operations or require full 24x7 co-processing systems.
- Two planned Production Multi-Node Oracle RACs consisting of multiple HP 2 dual core servers running AIX for DBMS systems that fully conform to County standards of operation.
- One planned Test Multi-Node Oracle RAC consisting of multiple HP 2 dual core servers running AIX.

Within the County-wide Oracle platform customers may select service levels as follows:

- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Non Mirrored Storage
- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Mirrored Storage
- 24 x 7 availability - Non Mirrored Storage
- 24 x 7 availability – Mirrored Storage
- 24 x 7 availability – Mirrored Storage – with offsite standby databases
- 24 x 7 availability – Mirrored Storage – with two site co-processing databases

The County also maintains application specific infrastructures in the AIX and SUN Solaris environment for specialized use systems such as GIS, EDMS, ERP and the like.

ITD Infrastructure
Current Technology Model
Database Systems

Restrictions of Use:

The following general restrictions of use apply to all platforms.

- Access to Production is locked down for access by pre-programmed application sets only.
- Application systems or users are not authorized the use of system administrator or database owner privileges in the production or test environments. Database or Schema Owner privileges are allowed in the test environments when requested.
- Users connecting to the database through the applications must do so with a unique userid known to the DBMS system. The application must encrypt the password in such a way that the particular user id cannot be used for logon through some other third party tool using an ODBC connection such as Toad or MS Access.
- Databases or portions thereof may not be transported offsite or copied to test systems without the expressed authorization of the ITD Security Administrator.
- The database infrastructure is dedicated exclusively to managing requests for data contained in the database. Application program sets are not authorized execution in DBMS specific infrastructure. Limited availability of an application specific FTP area will be considered when no other option is available.
- All systems are subject to review and possible denial of service of high resource using SQL statements that impact other users or applications. The database support staff is available to assist application developers in pinpointing problem areas and suggesting possible improvements or design changes to alleviate these high resource SQL queries.
- Any application whether vendor supplied or developed by County staff must provide certification of use on new vendor releases or patches no more than 90 days after the DBMS provider announced General Availability Date. Any DBMS vendor security patch must be immediately certified for use by the application and will be applied as soon as is feasible upon DBMS vendor release.
- The County will not provide support to any database that is not on the current supported release level of the DBMS vendor.
- Storage for databases are provided exclusively through SANs (Storage Array Systems) provided by both HP and IBM devices.
- Images and text documents are not authorized for storage in a database.
- Changes to Production must follow currently published ITD Change Management procedures.
- For the convenience of our customers and for planning purposes a service lead time table is provided for the typical requests for service at http://database
- See Database Security Policies for further usage restrictions.

ITD Infrastructure
Current Technology Model
Database Systems

Restrictions of Use (cont.):

MSSQL

- Previously known as DTS processing now under the name of SSIS (SQL Server Integrated Services) is not a clustered application. Therefore availability of this service is not guaranteed.
- Mirrored storage is not provided in the MSSQL infrastructure.
- Link services between SQL to Oracle are not provided – (however Oracle to SQL link services are provided).
- SQL Report services are not supported as an operational component within the County-wide SQL database infrastructure.

Oracle

- All Systems targeted for the RAC must be RAC Compliant at the current release level supported by the County infrastructure.
- Only Oracle features available from the Oracle Enterprise Edition are available for use. The Oracle Key Features Summary (below) outlines those features that are currently supported.
- Standby and co-processing databases are limited to like infrastructures for the master and standby systems or the co-processing infrastructure.

Oracle Key Feature Summary	Enterprise Edition
Windows	Not Supported
Linux	Supported
Unix AIX	Supported
64 Bit Support	Supported
Total Recall	$Option
Active Data Guard	$Option
Fail Safe	Supported
Flashback Query	Not supported
Flashback Table, Database and Transaction Query	Not supported
Oracle Secure Backup	Not supported
Server Managed Backup and Recovery	Supported
Real Application Clusters	Supported
Integrated Clusterware	Not supported
Automatic Workload Management	Not supported
Java, PL/SQL Native Compilation	Supported
Oracle Database Vault	$Option
Oracle Audit Vault	Not supported
Oracle Advanced Security	$Option
Oracle Label Security	$Option
Secure Application Roles	Supported
Virtual Private Database	Supported
Fine-Grained Auditing	Supported
Proxy Authentication	Supported
Data Encryption Toolkit	Supported
Oracle SQL Developer	Supported
Application Express	Not supported
Java Support	Supported

Oracle Key Feature Summary	Enterprise Edition
Comprehensive XML Support	Not supported
PL/SQL and Java Server Pages	Supported
Comprehensive Microsoft .Net Support, OLE DB, ODBC	Supported
Real Application Testing	$Option
Enterprise Manager	Supported
Automatic Memory Management	Supported
Automatic Storage Management	Supported
Automatic Undo Management	Supported
Advanced Compression	$Option
OLAP	$Option
Partitioning	$Option
Data Mining	$Option
Transportable Tablespaces, Including Cross-Platform	Not supported
Star Query Optimization	Supported
Information Lifecycle Management	Not supported
Summary Management - Materialized View Query Rewrite	Not supported
Oracle Warehouse Builder	$Option
Oracle Streams	Supported
Advanced Queuing	Supported
Workflow	Not supported
Distributed Queries/Transactions	Supported
XML DB	Not Supported
Multimedia	Not supported
Text	Not supported
Locator	Not supported
Spatial	$Option
Secure Enterprise Search	Not supported
Oracle Content Database	$Option

* Supported = Currently supported by the County
* Not Supported = Currently not supported by the County - Additional Funding may be required for Support Staff.
* $Option = Currently not supported by the County - Additional Funding for Licenses and Support Staff Required

ATTACHMENT 3

MIAMI-DADE COUNTY

INFORMATION TECHNOLOGY DEPARTMENT

HOSTING REQUIREMENTS AND COMPATIBILITY MATRIX

Miami-Dade County
Information Technology Department
Hosting Requirements

ITD will provide Enterprise Hosting Facilities and Technical Support to the Customer for monitoring and maintaining operations of infrastructure environments to include Application support.

Concept of Operations

- Refer to *Technology Model* document for supported hardware/software components.
- Changes to the Production environment shall be introduced through the change management procedures as described by the section *Change Management Process* in this document.
- The Customer's Test and Staging Environments will be hosted and supported by ITD; notification of downtime will be provided with as much advance notice as possible.
- All user-ids must be unique and created using the Miami-Dade County Central Registration System (CRS).
- Requested modifications in a shared environment may be restricted during prime time given their potential requirement for large system resources to execute. Changes of this nature will be scheduled at a time mutually agreed upon.
- Applications to be deployed to the Websphere Application Server (WAS) environment must be packaged for deployment using the Websphere Deployment Manager. For preparation of applications to be deployed on WebSphere Application Server see:
  http://publib.boulder.ibm.com/infocenter/wasinfo/v6r0/index.jsp?topic=/com.ibm.websphere.express.doc/info/exp/ae/tatk_create_ear.html
- ITD does not offer any type of remote shell access under any circumstances, including TELNET, Secure Shell Protocol (SSH), Secure File Transfer Protocol (SFTP) or Secure Copy Protocol (SCP).
- ITD is restricted from implementing changes during periods of "moratoriums" such as during countywide Elections and Tax Collection season. These moratorium periods are well established ahead of time and enforced through the *Change Management Process.*
- Vendors and contractors will be made aware of previously established production on-call procedures and will be asked to comply with them.
- Vendors must provide minimum hardware requirements.
- Vendors must provide recommended architecture.
- Vendors must have in-house staff with knowledge on technologies listed on the *Technology Model* document for system set-up and support.
- For vendor owned equipment housed in County facility (co-located) where the vendor supports and maintains the equipment while the County provides electricity, air conditioning and may swap out tape trays for backups:
  - For Intel-based equipment
    - Equipment must be rack mountable.
    - County can provide virtualized servers within the shared services infrastructure based on vendor supplied configurations.
  - For non Intel-based equipment
    - An environmental analysis will need to be conducted before the County can determine if space and the associated environmental requirements are available.
  - GSA (General Services Administration) will provision electricity at an associated cost.
  - All the currently billable costs for network connectivity to Metronet still apply.
  - County does not endorse equipment that requires standalone tape backup trays and prefers that the vendor solution can be integrated within the existing Veritas NetBackup shared infrastructure.

UNIX/Linux Environment

- Administrator and UNIX/Linux root privileges are limited to ITD Technical Support staff.
- rootvg volume group will not be used to house any databases or any non-operating system data. Databases, application data and logs will be stored in file systems created outside of rootvg.

- Installation of software that needs to be installed as root needs to be performed by or conjunction with ITD Technical staff.
- Application software is prohibited to run as root.
- O/S rootvg will be mirrored between 2 different physical disks.
- Applications must supply Startup and Shutdown scripts for both normal Startup/Shutdown and Emergency Shutdown.
- All connectivity to servers is accomplished through SSH. The following protocols are disabled Telnet, rsh and rcp.

Database Management

- Access to the Production database environment with DBA/SA privileges is limited to the ITD authorized database support.
- It is the responsibility of ITD DBA staff to migrate new database objects to the production database (at times deemed appropriate).
- The application must encrypt the password in such a way that the particular user-id cannot be used for logon through some other third party tool using an Open Database Connectivity (ODBC) connection such as TOAD or Microsoft (MS) Access.
- Databases or portions thereof may not be transported offsite or copied to Test systems without the expressed authorization of the ITD Security Administrator.

Disaster Recovery

- Unless special provisions are made in advance for the implementation of Disaster Recovery/Business Continuity measures, Customer understands that recovery of IT hardware or data assets from this facility may not be possible. If recovery at ITD is possible, it will be on a best effort basis.

Security Requirements

- Operating system security patches are applied as soon as they are made available through an automated process. Custom patching windows can be created to accommodate availability needs.
- All systems will undergo initial application and host vulnerability scans, prior to being placed into production. High severity applications and systems vulnerability issues identified must be corrected prior to the system being placed into production. The County utilizes multiple vulnerability scanning products including but not limited to Qualys, WebInspect, Rational AppScan and MetaSploit.
- Regularly scheduled periodic rescans will be performed on the system and any deficiencies or vulnerabilities identified must be immediately remediated.
- Application vulnerability rescans must be requested of all new or updated application code prior to release to production. All critical vulnerabilities must be remediated before the application code will be authorized to be migrated to the production environment.

Software Release Levels Supported

- All vendor-supplied software supported by ITD must have an active vendor maintenance agreement and must be kept up to current release levels. Operating system security patches are applied as soon as they are made available

Software License Renewal

- ITD will manage all infrastructure licensing and maintenance contracts. Versions of software which are not supported by the vendors will not be supported by ITD.

Application Test/Staging Environment

- All systems must have at least a Production and Test environment.
    - A Staging environment is recommended when multiple versions of system software and applications are required.

  - A separate reporting, batch or Staging environment can be established where there is a need and the budget allows it.
- Production and Test server-side software installation and upgrades will be performed by ITD staff and will follow ITD's *Change Management Process*
  - Maintenance services will include correction of any defect affecting any of the components of the infrastructure. Resolutions of problems may be delivered in the form of a patch, maintenance update, procedural work around or installation of a new release. Some corrections may be required to be implemented immediately. In those instances, the *Change Management Process* may be expedited. Changes or patches dealing with Security vulnerabilities are expedited and must be treated as very high priority.
- Support services for the Test/Staging environments are available through ITD with on-site support between the hours of 8 am and 5 pm Monday through Friday, excluding County Holidays, unless coordinated in advance. The Application Test database environment is available with support from the on call staff from 7 am to 7 pm, Monday through Friday, excluding County Holidays, unless coordinated in advance. The Test databases are restricted environments; schemas passwords are not published. The Staging database is not restricted; schema passwords are published.

Preventative Maintenance and System Upgrades

- The lengths of outages for non-routine maintenance are determined by the requirements of the maintenance procedure. Each outage will be planned and discussed at the weekly Hardware/Software Meeting held every Wednesday morning at 9 a.m. in the ITD Command Center Conference Room.

- All requests for software or hardware upgrades will be addressed in the Hardware/Software Meeting and must include a detailed plan.

Change Management Process

All requests to modify the Production and Test environments, such as for new Application releases and patches will require a *Change Management Request* form to be submitted using the system of record at the time which includes a description and schedule of the change, outage period, areas impacted, back out plan and on call personnel.

Security
Vendors will be required to:

- Provide the ability for each user to be uniquely identified by ID.
- Provide basic authentication through use of passwords.
- Provide the ability to enforce password expiration.
- Provide the ability to require automatic password expirations when initially assigned or reset.
- Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.
- Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
- Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
- Provide a password database encrypted in storage.
- Provide ability to protect audit logs from unauthorized access.
- Provide ability to log activities performed by specific user ID and IP address and to date-time stamp all activities.
- Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
- Provide ability to limit concurrent sessions.
- Provide ability to log changes to administrative functions.
- Provide ability to automatically archive audit logs.
- Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.

- Provide ability to send alerts to administrators for unauthorized access attempts.
- Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
- Provide ability to lock out user or group ID by date or time.
- Provide centralized administration, user authorization, registration and termination.
- Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:
    - Full name (if not common)
    - Social Security Number or National identification number
    - Telephone number
    - Street address
    - E-mail address
    - IP address (in some cases)
    - Vehicle license plate number
    - Driver's license number
    - Face, fingerprints, or handwriting
    - Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
    - Bank Account Routing (RTN) and Account numbers
    - Digital identity

Geographic Information System (GIS)

- ArcGIS/CITRIX Applications
    - Local application data that requires read/write access must be stored/and accessed from the centralized ITD CITRIX file shares. The application cannot require the end user to write to the servers' hard drive.
    - End user application customizations must be stored in the end users profile under documents and settings.
    - Applications (including ArcGIS desktop extensions) must be compatible with 32bit as well as 64bit Windows Server operating systems.
    - Source code must be available.
- ArcGIS Server/ArcIMS Web Applications
    - Application must work with current version of ArcGIS Server/ArcIMS running in production servers or a newer planned upgrade version.
    - All applications should access data from ITD ArcSDE servers, and only specific datasets should be stored locally. A process should be implemented if data needs to be refreshed.
    - All errors should be written to a log folder in corresponding website directory created for each GIS application.
    - If application is found to contain errors that render it unusable or that present erroneous or misrepresented data, the GIS Web administrator will remove it immediately from production until such time as the application is fixed and tested successfully.
- ArcGIS/ArcSDE Geodatabase Editing Applications
    - All applications must work with the same version of the ArcGIS desktop suite that the County is using in its enterprise production environment or a newer planned upgrade version.
    - Editing applications should be integrated with Miami-Dade Editing Extension in order to leverage the County's geodatabase versioning mechanism. ITD will provide documentation and required technical support.

- Editing applications should be deployed through CITRIX technology. If CITRIX is not a viable solution, the user department is responsible for the installation, maintenance and upgrade of software in users' workstations.
- The GIS ArcSDE geodatabase being edited by the hosted editing application should be loaded in a development instance and fully tested prior to its production implementation. ITD GIS staff will be responsible for loading the data from the development instance to production. A copy of the ArcSDE enterprise architecture document will be provided before data loading.

- Batch Server Jobs
  - Batch jobs must work with current version of ArcGIS desktop/SDE suite running in production servers or a newer planned upgrade version.
  - All batch jobs must comply with the GIS standards for jobs development and ITD job naming conventions and scheduling procedures.
  - Any temporary data should be created in the designated batch job folder within the Scratch Area.
  - All errors should be written to a log folder in corresponding job directory created for each batch processing job.
  - All applications should access data from ITD ArcSDE servers, and only specific datasets should be stored locally. A process should be implemented if data needs to be refreshed.
  - Jobs should be tested thoroughly in the development environment before a change management request is submitted to move job/job related components to the production batch processing servers.
  - All changes to batch processing jobs in the production environment should be requested via change management procedures and should be implemented by the assigned GIS staff.

Miami-Dade County
Information Technology Department
Compatibility Matrix

Note: Please submit this questionnaire along with your submittal pages. Any "No" answers will not impact your evaluation/ scores. This is for informational purposes only.

	Place an X or n/a in the Yes or No column as appropriate. Provide further explanation in the comments column.	**Yes**	**No**	**Comments**
	Operating Solution Questions			
1	Solution is supported for operating solution level AIX 6.1 or higher with the use of the Virtual IO Server (VIO) which allows for the sharing of Network and SAN resources.			
2	Solution is supported for operating solution level AIX 6.1 or higher with the use of Workload Partitioning and Virtual IO Server (VIO) which allows for the sharing of Network and SAN resources.			
	Database Questions			
3	Solution is supported for use with Oracle Enterprise Edition Release 11.2.x RAC Certified solutions (Enterprise Solution).			
4	Solution is supported for use with AIX Oracle Non-RAC 11.2.0.2 and 10.2.0.5.			
	Middleware Questions			
5	Solution has a web-based presentation layer that is compatible with Internet Explorer version 7 or higher.			
6	Solution can run in a shared enterprise solution server environment. If no, explain why in the comments column.			
	Security Related Questions			
7	The solution authenticates users/processes at all relevant architectural levels (e.g. operating solution, network, database and solution).			
8	Each user (individual or process) is uniquely identified. If no, explain in the comments column.			
9	Generic user-IDs are used. If yes, explain their usage in the comments column.			
10	Does the solution use passwords as its authentication mechanism?			
11	Are passwords encrypted in storage?			
12	Are passwords encrypted before they are transmitted?			
13	Is password complexity enforced (e.g. passwords must contain at least one alphabetic and one numeric character and must not be the same as the User ID)?			
14	Does the solution enforce the periodic changing of privileged (administrator) passwords (privileged passwords must either have a maximum lifetime of 90 days or compensating controls)?			
15	Are users prohibited from reusing the previous 8 passwords?			
16	Can Users change their own passwords?			

	Place an X or n/a in the Yes or No column as appropriate. Provide further explanation in the comments column.	**Yes**	**No**	**Comments**
17	Does the solution require Users to change their password upon initial log-on?			
18	Can administrators reset passwords (in the event a password is compromised)?			
19	When an administrator resets or initially sets a password, does the solution force the user to change it?			
20	The solution provides a mechanism for password resets. Explain in the comments column.			
21	Does the solution use an authentication mechanism other than passwords (e.g. Smartcards, tokens) that meets or exceeds security controls otherwise provided by password authentication mechanisms? Explain in comments column.			
21	Can administrators temporarily disable and re-activate user IDs?			
23	Is there a mechanism in place to time-out the user's session after a period of inactivity?			
24	Is the solution designed such that Users are associated to user groups and user groups to privileges?			
25	Are tools available to report the access rights of the current user population (locations, permissions/privileges, group memberships, user profiles)?			
26	Are software version controls in place to ensure that outdated software is denied DBMS connectivity?			
27	If the solution's database is relational, is referential integrity enforced by the RDBMS?			
28	Are batch processing failures automatically detected and correctly managed?			
29	Does the solution help to prevent erroneous transactions (e.g., confirmation screens, 2nd person verifications)?			
30	Does the solution prohibit Users, developers, DBA's or solution administrators from making changes to posted, completed or closed transaction records?			
31	Are rollback processes incorporated into the database for all critical transactions?			
32	Are there legal or regulatory responsibilities to safeguard the data? If so, Explain in the comments column which regulations and why.			
33	Is sensitive data encrypted during transmission over the client's network (across LANs/WANs or through the use of RLA)?			
34	Is sensitive information which is vulnerable to unauthorized access, masked while in storage?			
35	Is sensitive information masked for transmission over external networks or connections?			
36	Are unsuccessful login attempts recorded in the audit trail?			
37	Are unsuccessful attempts to access sensitive information or process restricted transactions recorded in the audit trail?			

	Place an X or n/a in the Yes or No column as appropriate. Provide further explanation in the comments column.	**Yes**	**No**	**Comments**
38	Is the audit log protected from unauthorized access? (i.e. Are logs simultaneously sent to a logging server in addition to being maintained locally)?			
39	Does the solution prevent Users or administrators from editing the audit log?			
40	Does the solution identify the source or originator of all significant transactions and/or messages?			
41	Does the solution confirm the receipt or completion of all significant transactions/messages?			

DRAFT FORM OF AGREEMENT

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

SunPass/Toll-By-Plate Electronic Tolling Solution

THIS SOFTWARE LICENSE, EQUIPMENT, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

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

WHEREAS, the County desires to procure from the Contractor such SunPass/Toll-By-Plate Solution for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 861 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean _____ and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the Software.

i) The words "Equipment" or "Devices" to mean the hardware products identified on Appendix A, "Scope of Services" to be provided by the Contractor to the County under this Agreement.

j) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved

by the County.

k) The word "Maintenance" to mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."

l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

n) The words "Software System" to mean the computer programs in machine readable object code form listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A "Scope of Services" may be amended from time to time by the parties in writing.

o) The word "Solution" to mean the Software System and Equipment as described in Appendix A, "Scope of Services."

p) The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."

q) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

r) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Payment Schedule (Appendix B), 4) the Project Timeline (Appendix C), 5) the Acceptance Criteria (Appendix D), 6) Miami-Dade County's RFP No. 861 and any associated addenda and attachments thereof, and 7) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of

this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for an additional four (4) five-year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. GRANT OF LICENSE

6.1 License. Contractor agrees to provide the County with licensed Software System and Documentation in accordance with the provisions contained within this Agreement.

6.2 Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software System and Documentation in accordance with the terms of this Agreement.

ARTICLE 7. NOTICE REQUIREMENTS

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

(1) To the County Project Manager:

Miami-Dade Public Works and Waste Management Department
2525 NW 62nd Street
5th Floor
Miami, Florida 33147

Attention: Aneisha Daniel
Phone: (305) 514-6630
E-mail: adaniel@miamidade.gov

and to the Agreement Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Beth Goldsmith
Phone: (305) 375- 4417
Fax: (305) 375- 5688
E-Mail: bgoldsm@miamidade.gov

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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

ARTICLE 8. DELIVERY

8.1 Delivery of the Solution shall be according to Appendix A "Scope of Services" and Appendix C "Project Timeline". All services performed under this Agreement are contingent upon final acceptance by the County.

8.2 Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation as provided by the developer of the Solution to the County upon final System acceptance.

ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 10. PROTECTION OF SOFTWARE

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

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

ARTICLE 11. SOFTWARE MODIFICATIONS

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

submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 12. IMPLEMENTATION SERVICES

a) The County shall accept or reject the Software System and/or Equipment within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.

b) If the Contractor fails to provide deliverables within the time specified or if the Software System and/or Equipment delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Equipment or may accept any item of Software System and/or Equipment and reject the balance of the delivered Software System and/or Equipment. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Equipment for such items of rejected Software System and/or Equipment within fifteen (15) business days of Contractor's receipt of the County's rejection notice.

c) The Contractor shall bear the risk of loss or damage to delivered Software System and/or Equipment until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage crises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

d) Contractor agrees to install the Software System at the County's facilities. Contractor agrees to commence installation of the Software System according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Implementation Schedule, so that such Software System is in good working order and ready for use by the dates set forth in the Schedule.

e) Contractor agrees to do all things necessary for proper implementation of the Software System and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Software System installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Software System. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

f) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or

ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.

g) Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 13. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services. The software and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
c) The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;

ARTICLE 14. REVIEWING DELIVERABLES

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

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

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with

reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

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

Furthermore:

a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

b) Unless an extension of time has been granted by the County pursuant to Article 38 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:

- Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

- Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

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

ARTICLE 15. SOLUTION WARRANTY

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that the Solution and all related components provided by the Contractor under the performance of this Agreement shall:

(i) Be free from defects in material a d workmanship under normal use and remain in good working order, wear and tear excepted;

(ii) Function properly and in conformity with the warranties in this Agreement;

(iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacture's published specifications.

During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment and related Software it provides.

In the event the Software does not satisfy the conditions of performance set forth in the Scope Of Services, Solicitation, and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope Of Services, Solicitation, and Contractor's proposal, in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 16. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 15 "Solution Warranty".

ARTICLE 17. FEES AND PAYMENT

17.1 Fees. The County shall pay the Fees or other considerations for the Software, Equipment, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

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

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

17.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be fifteen days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Public Works and Waste Management Department
2525 NW 62nd Street
5th Floor
Miami, Florida 33147

Attention: Aneisha Daniel
Phone: (305) 514-6630
E-mail: adaniel@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 18 . 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 the Internal Services Department, Procurement Management Division, 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. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, 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 $1,000,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than $1,000,000 with a deductible per claim.

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

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
>
> or
>
> **The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the Department of Financial Services and are members of the Florida Guaranty Fund.**

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required

insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring 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 19. 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 20. EMPLOYEES OF THE CONTRACTOR

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

b) Pursuant to Section 2-2092 of the County Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined

by the County to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

ARTICLE 21. 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 22. 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 Contractor's 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 comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a

determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

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 24. 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 25. 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 26. 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 27. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 28. 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 30. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

a) 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) 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) 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.

d) 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.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 32. EVENT OF DEFAULT

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

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed 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 timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

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

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

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

ARTICLE 35. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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)..

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 36. CONFIDENTIALITY

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

b) 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.

c) 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.

d) 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 37. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 38. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require

that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

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

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a

conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 40 INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, 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.

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) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General 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.

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 41. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

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

ARTICLE 42. 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, 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 43. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 44. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

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

ARTICLE 45. 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 46. GOVERNING LAW

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

ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

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

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

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

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

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

c) Contractor Compliance
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 32 of this Contract.

ARTICLE 48. SURVIVAL

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

ARTICLE 49. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except

as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 50. FORCE MAJEURE

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

ARTICLE 51. LIQUIDATED DAMAGES

The County and Contractor hereby agree that the delivery of completion of project milestones as outlined in Appendix A, "Scope of Services" are the essence of this Contract. Should the completion date described in Appendix C, "Implementation Timeline," not be achieved by the time specified (or as subsequently modified by mutual agreement of the parties), there may be deducted at the County's election, not as a penalty but as liquidated damages of Two Thousand Five Hundred Dollars ($2,500.00) per day for each and every calendar day of delay beyond the duration outlined in Appendix C.

Except with respect to defaults of Contractor's Subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the default or negligence of the Contractor, including delays resulting from the action or inaction of the County.

ARTICLE 52. TECHNICAL SUPPORT PERFORMANCE PENALTIES

The County has the option of assessing performance penalties for failure of the Contractor to meet the response and repair times required. Performance penalties will be applied at the following rates:

Toll Lane Equipment	Hourly Charge Per Lane	Peak Period Hourly Charge Per Lane
Response Time	$100	$200
Repair/Replacement Time	$200	$300

Peak period shall be defined as Saturdays and Sundays between the hours of 8 AM and 4 PM, as well as holidays and special events. The peak period resolution time requirement will be dependent upon the required repair, the circumstances in the lane and the ability to perform the repairs without closing the lane to traffic. The County will advise the Contractor in writing of its intent to assess performance penalties within 5 days of becoming aware of occurrence of any delay. The time frame for measurement of response time and the resolution time shall begin at the exact time the problem was reported to the Contractor. The time frame for the repair shall begin as soon as the Contractor arrives at the site or begins work on the problem. Partial hours may be treated as whole hours at the discretion of County, and performance penalty amounts may be withheld from payments.

ARTICLE 53. ACTUAL DAMAGES

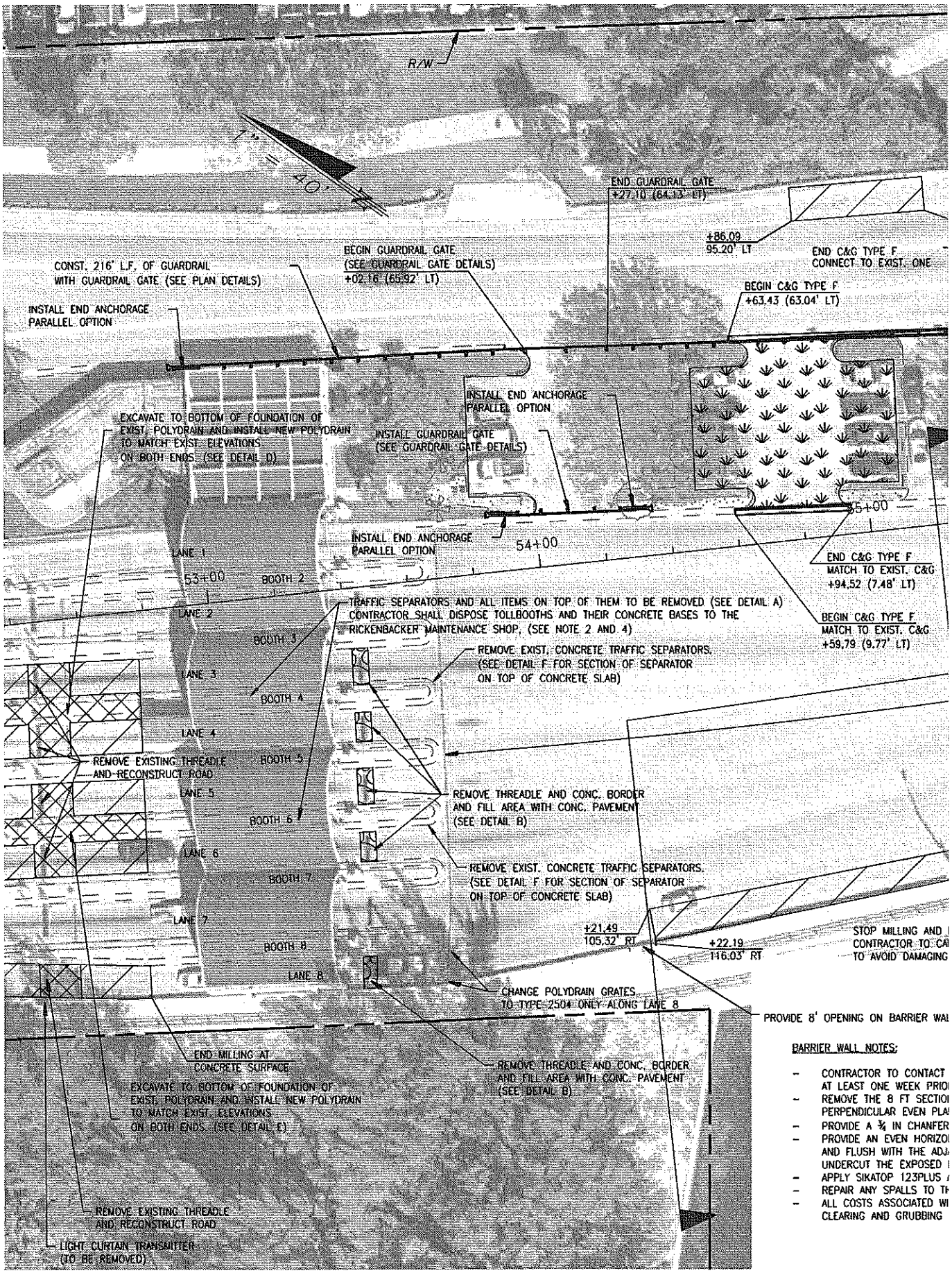
In conditions in which the toll revenue losses cannot be recovered from transaction from the customers, the Contractor will be held responsible for the greater of lost revenue or performance penalties due to equipment failure. The Contractor will be held responsible for these lost revenues when (1) the Contractor has been informed of the problem and does not respond and/or repair within the specified time periods, or (2) when it is determined that the equipment failure is a result of Contractor negligence or intentionally wrongful act. The County reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount.

ARTICLE 54. SOFTWARE ESCROW

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

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

CONTRACTOR	**MIAMI-DADE COUNTY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____



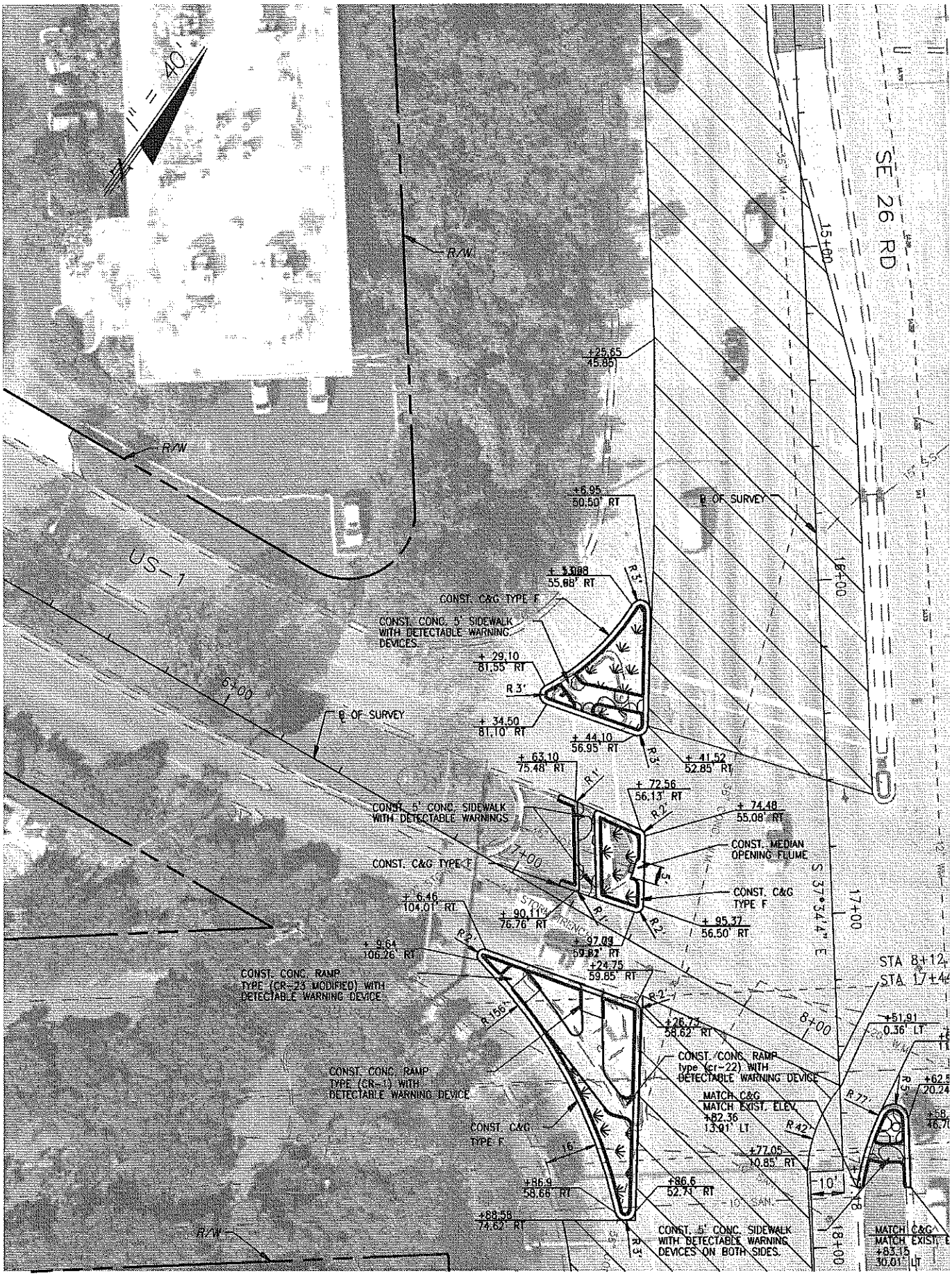
FOR CONTINUATION SEE SHEET 10

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:

Leandro Ono
FLORIDA REGISTRATION P.E. NO. 25588

FOR CONTINUATION SEE SHEET



FOR CONTINUATION SEE SHEET 7

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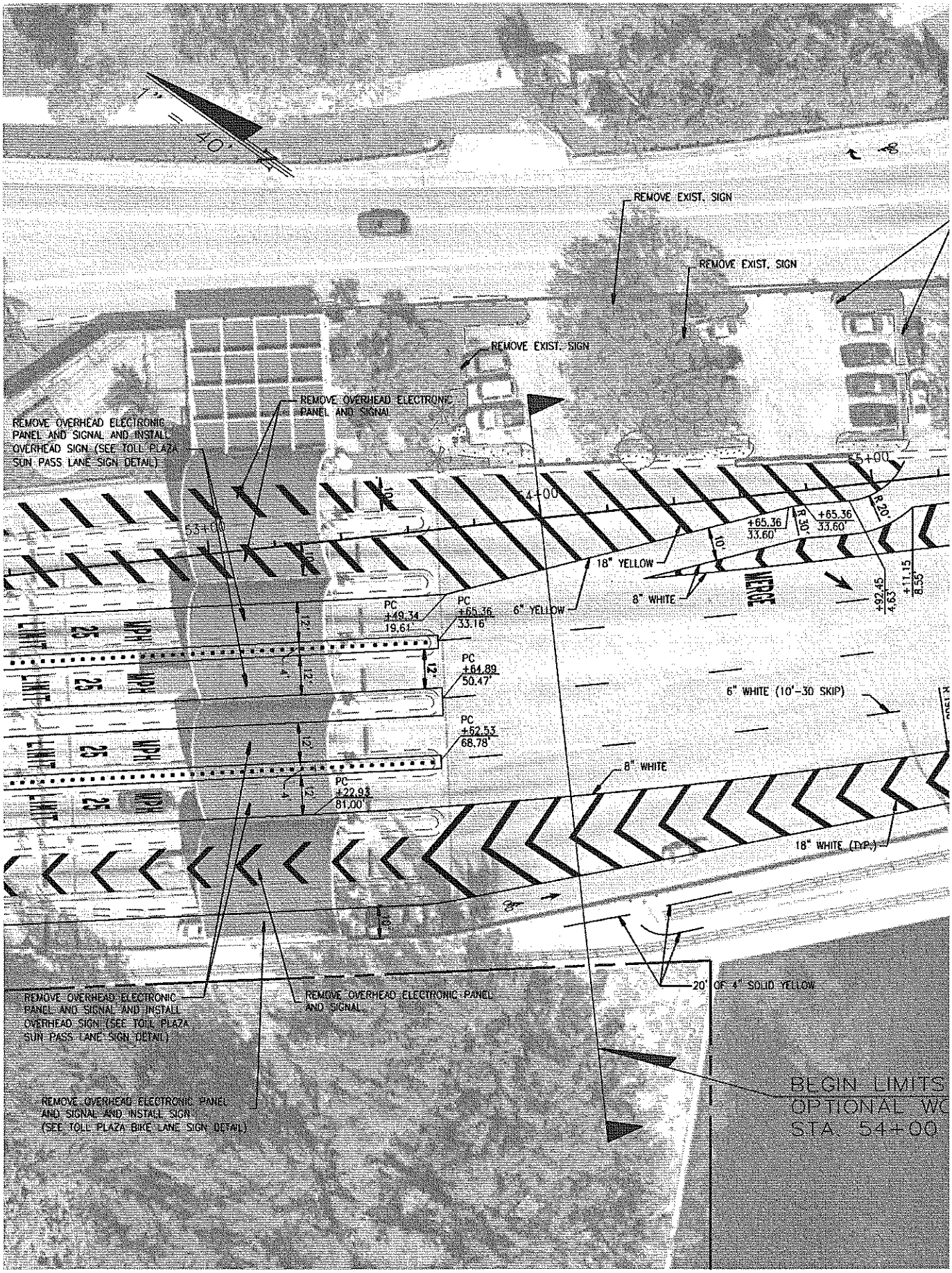
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:

Leandro Ona

FLORIDA REGISTRATION P.E. NO. 25588



FOR CONTINUATION SEE SHEET 31

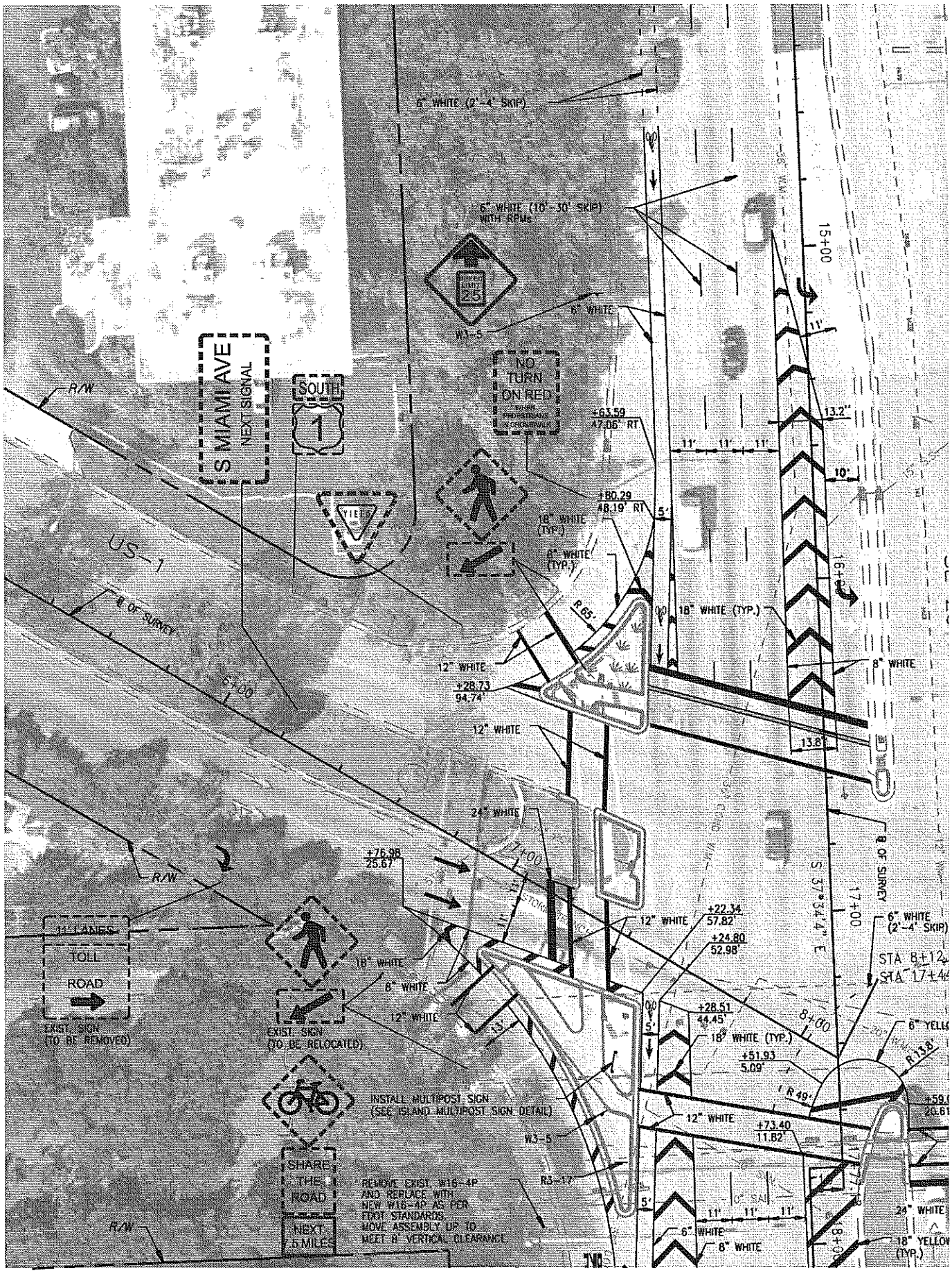
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:

Leandro Ono
FLORIDA REGISTRATION P.E. NO. 25588

FOR CONTINUATION SEE SHEET

FOR CONTINUATION SEE SHEET 28

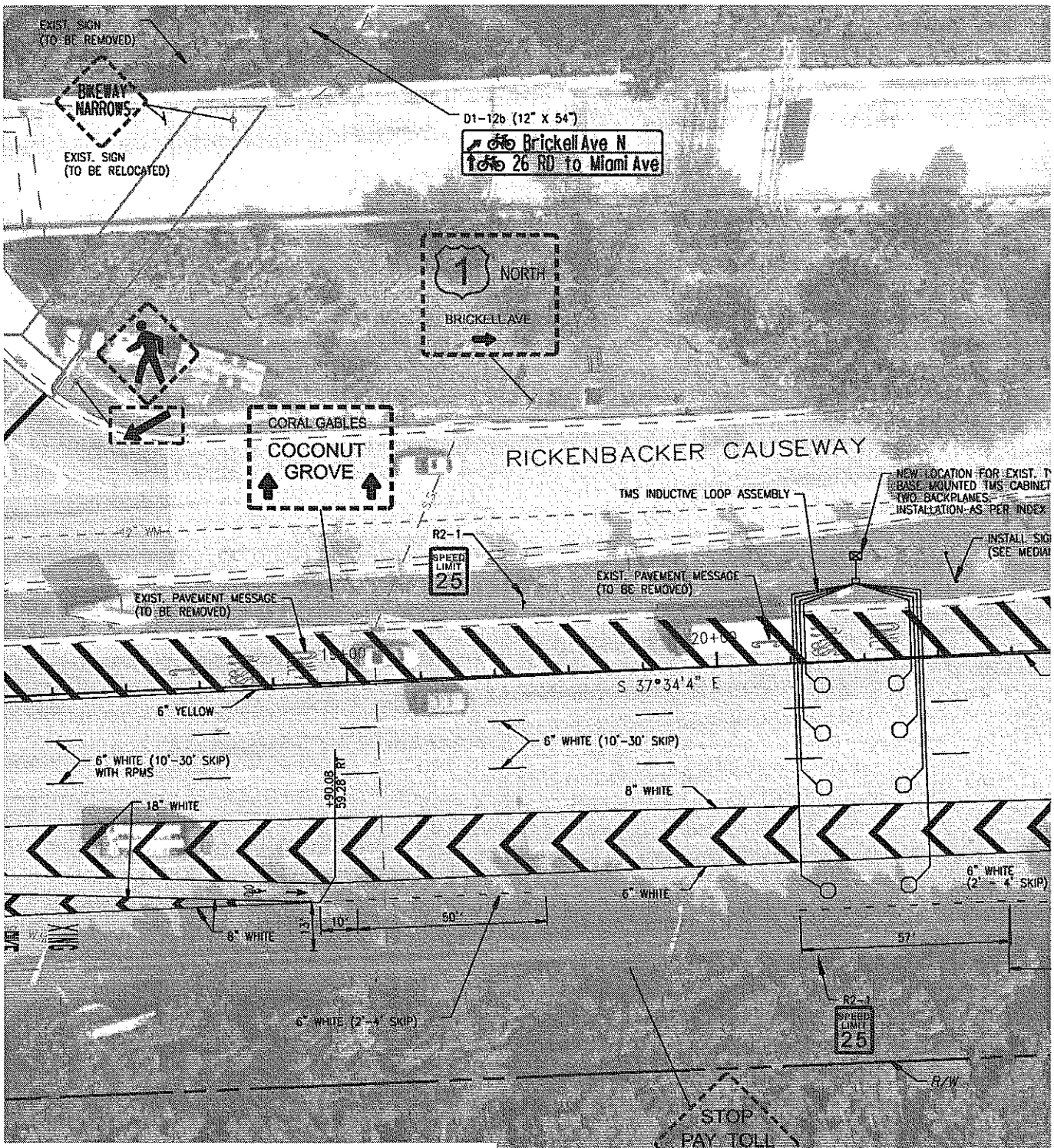


FOR CONTINUATION SEE SHEET

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
					170

ENGINEER OF RECORD:

Leandro Ona
FLORIDA REGISTRATION P.E. NO. 25588



FOR CONTINUATION SEE SHEET 30

NOTES:

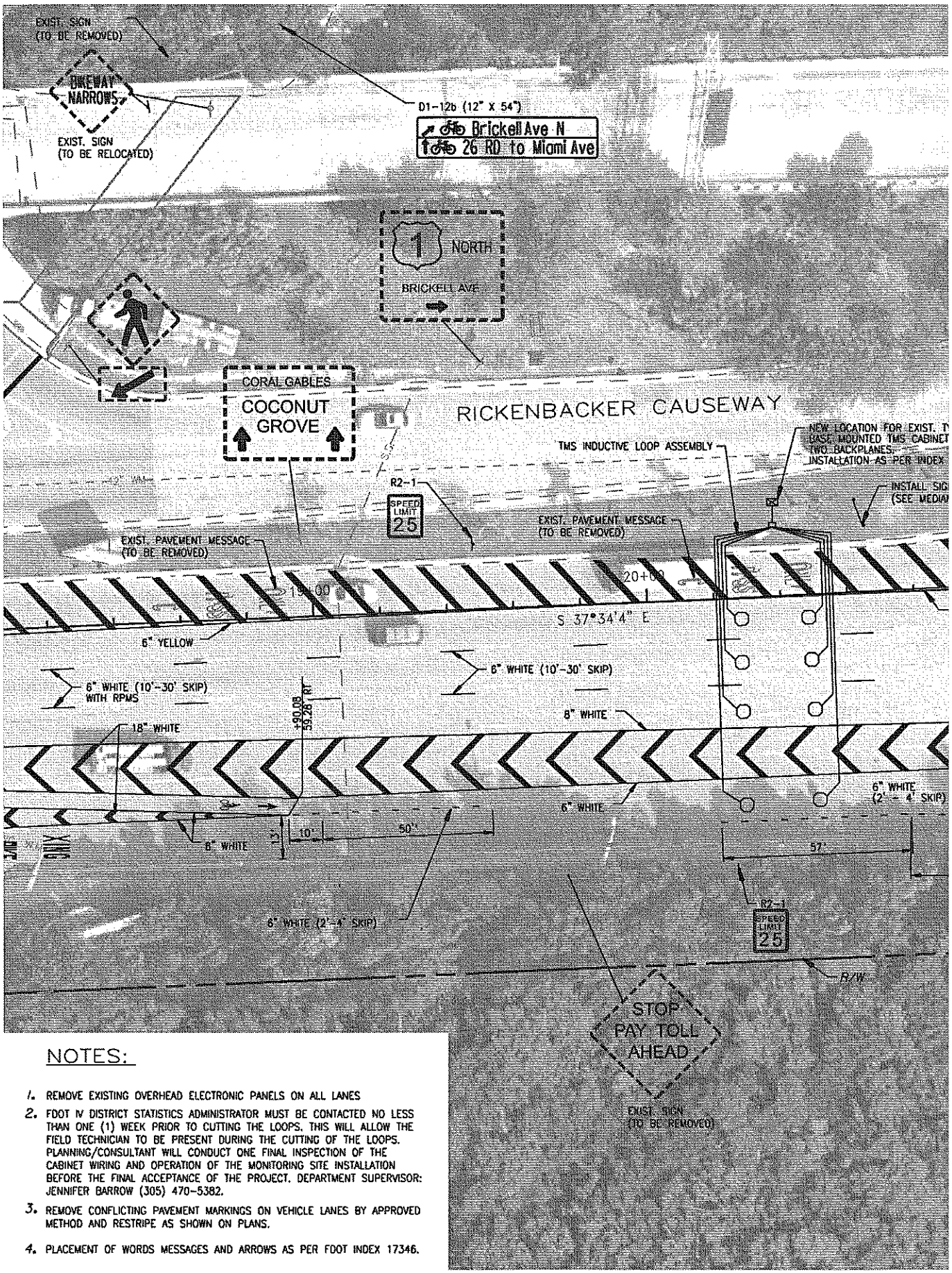
1. REMOVE EXISTING OVERHEAD ELECTRONIC PANELS ON ALL LANES
2. FDOT IV DISTRICT STATISTICS ADMINISTRATOR MUST BE CONTACTED NO LESS THAN ONE (1) WEEK PRIOR TO CUTTING THE LOOPS. THIS WILL ALLOW THE FIELD TECHNICIAN TO BE PRESENT DURING THE CUTTING OF THE LOOPS. PLANNING/CONSULTANT WILL CONDUCT ONE FINAL INSPECTION OF THE CABINET WIRING AND OPERATION OF THE MONITORING SITE INSTALLATION BEFORE THE FINAL ACCEPTANCE OF THE PROJECT. DEPARTMENT SUPERVISOR: JENNIFER BARROW (305) 470-5382.
3. REMOVE CONFLICTING PAVEMENT MARKINGS ON VEHICLE LANES BY APPROVED METHOD AND RESTRIPE AS SHOWN ON PLANS.
4. PLACEMENT OF WORDS MESSAGES AND ARROWS AS PER FDOT INDEX 17346.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:

Leandro Ona
FLORIDA REGISTRATION P.E. NO. 25588

FOR CONTINUATION SEE SHEET 30



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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ENGINEER OF RECORD:

Leandro Ona

FLORIDA REGISTRATION P.E. NO. 25588

MIAMI-DADE COUNTY

CLERK OF THE BOARD

2013 FEB 14 AM 11:31

CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.
#1

ADDENDUM NO. 1

DATE: **February 14, 2013**

TO: **ALL PROSPECTIVE PROPOSERS**

SUBJECT: **Request for Proposal No. 861**

TITLE: **SunPass/Toll-By-Plate Electronic Tolling Solution**

This addendum becomes part of the subject Request for Proposals (RFP):

- The Pre-proposal Question Period has been revised to the following:

  All questions are to be submitted via email to the County Contact no later than:
  WEDNESDAY, FEBRUARY 20, 2013 AT 5:00 PM (LOCAL TIME)

- The Proposal Submission Date has been revised to the following:

  PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:
  THURSDAY, MARCH 7, 2013 AT 2:00 PM (LOCAL TIME)
  at
  CLERK OF THE BOARD
  Stephen P. Clark Center
  111 NW 1st Street, 17th Floor, Suite 202
  Miami, Florida 33128-1983

- The anticipated date for Oral Presentations as outlined in Section 4.3 has been revised to the following:

  Oral Presentations are anticipated to be held Thursday, March 14, 2013.

ALL OTHER INFORMATION REMAINS THE SAME.

Miami-Dade County

Beth Goldsmith

Beth Goldsmith, CPPB
Procurement Contracting Officer 2
Internal Services Department
Miami-Dade County

cc: Clerk of the Board

MIAMI-DADE COUNTY

ADDENDUM NO. 2

CLERK OF THE BOARD
2013 FEB 22 PM 3:22
CLERK, CIRCUIT & COUNTY CTS
MIAMI-DADE COUNTY, FLA.
#1

DATE: **February 22, 2013**

TO: **ALL PROSPECTIVE PROPOSERS**

SUBJECT: **Request for Proposal No. 861**

TITLE: **SunPass/Toll-By-Plate Electronic Tolling Solution**

This addendum becomes part of the subject Request for Proposals (RFP):

- Attachment No.1 contains the pre-proposal questions received in response to RFP No. 861 with the applicable County responses.

ALL OTHER INFORMATION REMAINS THE SAME.

Miami-Dade County

Beth Goldsmith

Beth Goldsmith, CPPB
Procurement Contracting Officer 2
Department of Procurement Management
Miami-Dade County

cc: Clerk of the Board

MIAMI-DADE COUNTY

ADDENDUM NO. 2

Attachment No. 1

Pre-proposal Questions and County Responses

MIAMI-DADE COUNTY

ADDENDUM NO. 2

1. Section 2.3.1: The County currently owns six Encompass 6 Readers. Are these readers currently installed and/or does the County wish the readers installed as part of the new solution?

   Response: The County owns 7 total Encompass 6 Readers which are not currently installed. Depending on the Proposer's approach to providing the Solution, six of these readers will be provided to the selected Proposer installation and one will remain as a backup.

2. Section 2.3.1: The County currently owns six Encompass 6 Readers. Will the County supply Encompass 6 readers to the awarded vendor for installation in the new system? If not, will the County accept an alternative reader technology that can read the same RFID protocols as the Encompass 6?

   Response: See Response to Question No. 1. The County prefers that the Encompass 6 readers be used, however, alternative reader technology may be included as part of the Proposer's response depending on the approach to providing the Solution.

3. Attachment 1, Requirement #90: Report tag read/write information received from the AVI subsystem to the lane controller must be 100%. What are the required protocols that must be utilized by the proposed system and the read/write function of each? Is the County in Requirement #90 requesting 100% read/write performance from the AVI system? Will the County accept an AVI technology that is capable of 99.95% read/write performance?

   Response: Proposers should provide a response to Requirement No. 90 in Attachment 1 with either a Yes, No, or Custom response. In the "Detailed Explanation" field, Proposer should provide the actual capabilities (%) of the proposed Solution as well as any required protocols.

4. Attachment 1, Requirement #2: Proposed Solution is capable of providing automatic vehicle detection and classification. Please clarify the classification scheme to be used.

   Response: The proposed Solution must be able to accurately detect the presence of each vehicle and must be able to identify the number of vehicle axles associated with each transaction.

5. Attachment 1, Requirement #4: Proposed Solution includes an integrated canopy lane control signal that is a minimum of 20" square LED head that is capable of displaying a green arrow and red "X" to display that operational status of each lane. Please provide additional information on the integrated canopy lane control signal such as vendor and/or model. Will the integrated canopy lane control signal be provided to the systems integrator or is the procurement of the canopy also part of the scope of this RFP?

   Response: Proposers are responsible for providing the lane control signals as a component of the proposed Solution. The lane control signals should conform to industry standards. The canopy on which the lane control signals will be mounted is not a component of this RFP and will be supplied by the County.

6. What is the maximum speed for which the various performance requirements apply?

Response: The maximum speed for which the various performance requirements apply is 70 miles per hour.

7. Is there stop-and-go traffic to which the performance criteria will apply?

   Response: Yes, there will be stop-and-go traffic for which the performance criteria will apply.

8. Will there be physical barriers that will open and close the lanes after the conversion to all-electronic tolling?

   Response: It is not anticipated that there will be physical barriers located at the Rickenbacker Toll Plaza; however, physical barriers may remain in place at the Venetian Toll Plaza.

9. Attachment 1, Requirement #7: Proposed lane controller is capable of processing multiple toll rate tables in accordance with County business rules. Please clarify this requirement, i.e., will this include time-of-day pricing, seasonal pricing, etc.?

   Response: It is anticipated that the toll rate tables may include congestion pricing or other variable pricing strategies in the future.

10. Attachment 1, Requirement #8: Proposed lane controller is capable of processing the POSI List of interoperable transponders as well as County annual passes in accordance with County business rules. Please provide the definition of "POSI". Can you define and provide the list of interoperable transponders referenced in Requirement #8?

    Response: The abbreviation "POSI" stands for Positive List. The County POSI list will consist of a list of transponders that have valid annual plans associated with them. This list is generated by the CSC component. The FTE also provides a POSI list that will consist of a list of all valid SunPass interoperable transponders.

11. Attachment 1, Requirement #11: Proposed Solution includes Uninterruptible Power Supply (UPS) equipment and functionality for the Lane System. The toll plaza already includes UPS power. Is this meant to be a separate UPS for the lane system? If so, how long must the lane system be maintained by the UPS?

    Response: The UPS to be provided should replace the County's existing UPS and provide power for the entire toll plaza. The UPS should be capable of maintain toll plaza power for a minimum of 6 hours.

12. Attachment 1, Requirement #19: Proposed Solution has the ability to query and validate data against tab delineated and Excel spreadsheets. What is the minimum set of reports required by the County?

    Response: The County does not have a minimum set of required reports. Proposers should include a listing of built-in standard reports included in the proposed Solution in the "Detailed Explanation" field corresponding to Requirement No. 19.

13. Attachment 1, Requirement #73: Proposed dashboards include configurable user access levels. Is there currently a centralized user authentication system in place, such as active directory or LDAP or is this part of the scope of the SI?

    Response: There is not currently a centralized authentication system in place.

14. Attachment 1, Requirement #77: Proposed dashboards include a spot speed function to provide speed information for the average last 7 days compared to current speed for each lane, and overall facility locations, including color indications for anomaly speed results. Will speed information be provided or are speed measurement roadside systems to be provided by the systems integrator?

    Response: The proposed Solution should be inclusive of equipment to provide speed measurement.

15. Attachment 1, Requirement #88: Properly determine vehicle classification must be greater than or equal to 99.8%. Is this performance requirement cumulative over all classes combined or for each class separately?

    Response: The vehicle classification must be greater than or equal to 99.8% for each class separately.

16. Attachment 1, Requirement #93: Legible image capture success – defined as success rate of capturing a machine -and human- legible plate image (front and rear); both, plate number and state of issue are discernible must be greater than or equal to 99%. Does this requirement pertain to the image capture of the license plate only or to the actual correct OCR read rate of the license plate number, state, and type?

    Response: This requirement pertains to the actual correct OCR read rate.

17. Attachment 1, Requirement #96: Mission critical – this includes AET Lane System, Software application and CSC must have 99.99% uptime or 53 minutes of downtime annually. Does this requirement pertain to each subsystem separately or must the AET lane system, software application, and CSC combined have less than 53 minutes downtime annually?

    Response: This requirement pertains to each component separately.

18. What is the frequency/number of out-of-state vehicles at the sites?

    Response: Under the current processes, the number of out-of-state vehicles is not tracked.

19. Are the plaza canopies expected to remain or will open gantries replace them? Are there drawings of the current/future gantries available in order to assess the placement of and availability of sufficient space for equipment?

    Response: The plaza canopies will remain. Blue prints are not available. Drawings from recent projects containing canopy information will be provided in a subsequent Addendum.

20. Will the cement barriers between lanes at the Rickenbacker toll plaza remain after conversion to all-electronic operation?

    Response: At the Rickenbacker Toll Plaza, there will be four lanes consisting of two sets of two lanes. The two sets will be separated by an existing concrete median.

21. What are the widths of the individual lanes and cement barriers (if they remain).

    Response: Each lane will have a width of 13 feet. The barrier has a width of 4 feet.

22. What is the distribution frequency per requested vehicle classification type?

    Response: The distribution of annual traffic is as follows: 2 axle vehicles – 98%, 3 axle vehicles – 1%, 4 axle vehicles – .5%, 5 axle vehicles – .3%, and 6 or more axle vehicles – .2%.

23. Please clarify what information the Lane System and Software Application must provide to FTE and/or the County's Alpha 1000 server in cases where a vehicle is detected but no transponder is present and a license plate number cannot be identified automatically, i.e., photos of the license plate for manual review, photos of the full rear of the vehicle to assist independent violator processing, photos of full front of vehicle to assist independent violator processing, or other information?

    Response: No information is provided to the County's Alpha server. The Alpha server will be replaced by the County as part of the implementation of the Solution. In cases where no transponder is detected and automatic plate detection does not take place, the transaction should be provided to the FTE as a UFM message containing all available information.

24. During the transition phase, will the system be required to accept SunPass as well as C-Pass tags until a certain threshold of tag conversion has been achieved?

    Response: The proposed Solution will not be required to accept any C-Pass transactions during any phase of implementation.

25. Page 20, Minimum Qualification: Proposer shall have completed a successful implementation and integration with FTE SunPass similar in scope to the services outlined within Section 2 and inclusive of integration with annual plans. Proposer shall provide a listing of such implementations to meet this minimum qualification requirement, including appropriate contact information for the agency at which the implementation has been completed. Can this qualification be met through a subcontractor or partner?

    Response: Yes, the minimum requirement can be met through the use of subcontractors and/or joint proposals.

26. Section 2.3.3: The selected Proposer shall provide a Customer Service Component (CSC) that is capable of processing applications and payments for customers that qualify for and wish to

purchase annual passes. What percentage (or total number of users) is anticipated to be annual pass holders?

Response: At the Rickenbacker Toll Plaza, 45% of traffic is associated with annual plans. At the Venetian Toll Plaza, 35% of traffic is associated with annual plans.

27. Section 4.8: This may include, but not is not limited to, a customer service website for services related to annual passes. Note that this sentence is in the "negotiations" section. Is the website a requirement of this RFP? If so, where should this be priced on the pricing sheets? What relationship would such a website have to the County's current site?

    Response: No, the website is not a requirement of the RFP and should not be included on Form B-1. Should the County opt to move forward with procuring this service, additional details will be outlined within a mutually agreed upon Scope of Work.

28. P. 2, Introduction. Would the County consider providing an extension to the proposal due date of one or two weeks to allow sufficient time to appropriately consider any of the County's responses to questions and develop a well-engineered proposal and project plan?

    Response: The County is unable to provide any extensions beyond the deadlines outlined in Addendum No. 1.

29. P. 9, Section 2.3.2.2 Interfaces. Would the County please identify the provider of the payment Gateway and provide a copy of the specifications for interfacing with the payment Gateway?

    Response: The Payment Gateway is an in-house system developed by the County. Two connection options, as outlined below, are available for completing the interface:
    - **The proposed Solution can interface directly with the Payment Gateway via a plain HTTPS/XML interface. In order to complete the interface via this method, the proposed Solution must reside on a server inside the County's network. Should the selected Proposer opt to complete the interface via this method, the County will provide XML schemas and URLS required for web services, as well as documentation detailing fields and response error codes, will be provided at the time of award.**
    - **The proposed Solution can use a Payment Module Application that is developed and maintained by the County. In order to complete the interface via this method, Proposers would need to accommodate a link within the CSC that sends users to the Payment Module Application via HTTPS for collection of payment. The proposed Solution must accommodate transaction results to be posted back to the CSC.**

30. P. 9, Section 2.3.2 Annual Pass Holder Customer Service Component. Does the County require ACH and/or cash be accepted as additional forms of automated or manual payments for annual pass accounts?

    Response: The County requires that the CSC be capable of processing credit card, checks, and cash transactions for the payment of annual pass accounts.

MIAMI-DADE COUNTY

ADDENDUM NO. 2

31. P. 9, Section 2.3.2 Annual Pass Holder Customer Service Component. Would the County provide the business processes, operating procedures and/or business rules concerning the handling of the items below:
    a) opening and closing of annual pass accounts
    b) annual pass account payments whether by credit card or cash
    c) transponder inventory management
    d) daily, weekly and/or monthly reconciliation of annual pass account financial activity
    e) future processing of SunPass and Toll-By-Plate transactions
    f) daily, weekly and/or monthly financial reconciliation of SunPass and Toll-By-Plate transactions
    g) mail processing related to customer statements, payment due notices, etc...

    Response: a) Upon implementation of the proposed Solution, all annual plan account holders must first be SunPass account holders. Citizens wishing to open or close annual accounts may visit the physical customer service center or fax documentations proving their eligibility, along with their SunPass account number. b) All annual pass account payments should be processed through the CSC component. c) The County will not maintain an inventory of transponders. d) Proposers should provide information regarding reconciliation of accounts in their response to Item No. 14 of the Proposer Information Section. e) The County does not currently have process in place for these transactions. Proposers should provide a detailed description of their approach to these processes in Item No. 11 of the Proposer Information Section. f) The County does not currently have process in place for these transactions. Proposers should provide a detailed description of their approach to these processes in Item No. 11 of the Proposer Information Section. g) Proposers should provide information regarding available mail processing function contained in the CSC component in their response to Item No. 14 of the Proposer Information Section.

32. P. 23, Proposer Information Section, Item 21. Item 23 requests that proposers include within their proposals submission of official compliance documentation to verify PCI compliance. PCI certification is typically tied to the merchant ID under which our systems operate. Our existing documentation varies depending upon the customer and location because our systems operate at different merchant levels and under different merchant IDs. While the systems we have deployed are PCI compliant, documentation we have is specific to each installation and would not be relevant to the PWWM installation. Would the County consider dropping the requirement to submit this documentation as part of the proposal and instead require that the systems obtain the required PCI certification within the timeframes necessary?

    Response: The County requires that the proposed Solution meet PCI compliance requirements prior to implementation/production processing of payment card transactions. Proposers should provide all applicable PCI compliance documentation as part of the proposal submission.

33. Please clarify the desired AET lane layout at both toll plazas, including number of lanes, the width of each lane, and whether there is physical separation between lanes, i.e. is traffic restricted from changing lanes in the tolling area.

Response: Please see the response to Question Nos. 20 and 21.

34. The County currently owns 6 Encompass 6 readers. Are these readers available for use with the proposed system? If yes, what firmware version is running on the readers?

    Response: Please see the response to Question No. 1. The selected Proposer will be responsible for updating the firmware as needed at the time of Solution implementation.

35. Can the system transmit a toll transaction with zero dollars to FTE?

    Response: Proposers should describe their approach to providing information to FTE in response to Item No. 18 of the Proposer Information Package. Additionally, Proposers should further address their methodology in Items Nos. 43 and 44 of the Requirements Table found in Attachment 1.

36. What is the anticipated percentage of transactions that will be Toll-by-Plate?

    Response: The County anticipates that approximately 20% of transactions will be completed as Toll-By-Plate transactions.

37. Please provide the average daily and monthly volumes over the past three years, by causeway, for the following items:
    a. Toll transactions (cash vs. C-pass)
    b. Violations
    c. The number of pass holders for each plan by causeway and the number of transactions per month per type of plan account over the past few years.
    d. The average daily and monthly volume of customer service walk-ins and phone-calls
    e. The average number of new annual accounts vs. renewals.

    Response: a) The Rickenbacker Toll Plaza processes approximately 9,000 C-Pass and 11,000 cash transactions per day. The Venetian Toll Plaza process approximately 2,100 C-Pass and 4,900 cash transactions per day. b) There are approximately 1,300 violations per day combined for both Toll Plazas. c) The Rickenbacker Annual Plans consist of 10,000 Resident Plans, 7,000 Commuter Plans, 300 School Plans, 14 Commuter-Four Plans, 300 Recreational Plans, and 22 For-Hire Plans. The Venetian Annual Plans consists of 1,700 Owner Plans and 2,200 Commuter Plans and no For-Hire Plans. d) The County does not track the volume of customer services provided. e) The County does not track the number of new annual accounts versus renewals.

38. The RFP states that annual pass transactions will be processed via SunPass transponders and require a valid SunPass account. The RFP also states that an annual pass account may be associated with multiple annual passes.
    a. Should we interpret the usage of the term "annual passes" to mean SunPass transponders?
    b. Can a SunPass transponder be associated with more than one annual plan if the other plan is associated with a different causeway?
    c. Since an annual plan may be associated with multiple SunPass transponders and those transponders may not necessarily belong to a single SunPass account, is it the County's

intention to require that all SunPass transponders associated with an annual plan also belong to a single SunPass account?

Response: a) All annual pass accounts must be associated with a SunPass account/transponder; however, not all SunPass transponders will be associated with annual pass accounts. b) Yes, a single SunPass transponder can be associated with more than one annual plan. c) An annual *plan* may only be associated with a single SunPass transponder. An annual plan *account* may be associated with multiple SunPass transponders. It is the intention of the County that each annual plan account must have a SunPass account.

39. The RFP states that an annual pass is limited to non- commercial, 2-axle vehicles with the exception of for-hire and recreational plan passes. It is our understanding that under the current operation, recreational plan accounts do not require an annual fee but do require a pre-paid balance which is debited on a per trip basis and replenished upon reaching a low balance limit.
    a. Is it the County's intention to continue to administer recreational plans in this way even though these transactions could be processed as normal SunPass transactions which require a prepaid SunPass account balance already? The same question also applies to commercial and standard account plans as well.
    b. If the County intends to continue offering a recreational plan would they consider doing so on an annual fee basis as a potential way to continue to offer a reduced toll rate for 2-axle vehicles towing a single-axle watercraft trailer?

    Response: a) At this time, the County intends to continue offering the recreational plan as outlined in Section 2.2.2.3. b) The County will continue to assess the use of annual plans on an ongoing basis. Proposers should provide their approach to providing annual plans in their response to Item No. 10 of the Proposer Information Section.

40. The RFP states that all transactions after the grace period will be processed as standard SunPass or Toll-By-Plate transactions. How does the County envision the processing of Toll-By-Plate transactions? Is it the County's intention that these Toll-By-Plate transactions are sent to the FTE SunPass center for processing or does the County require the capability to process these Toll-By-Plate transactions themselves, inclusive of image processing, retrieval of registered vehicle owner information, generation/distribution of invoices/notices and collection of payments?

    Response: Proposers should provide their approach to providing Toll-By-Plate transactions in response to Item No. 11 of the Proposer Information Package. It is the County's intention that all Toll-By-Plate transactions be processed by FTE.

41. Is it the County's intention to continue the one trip per day limitation for participants in the commuter commercial-4 plan? If so, will any additional trips on the same day be processed as normal SunPass transactions to include the $5 administrative fee?

    Response: At this time, the County intends to continue offering the Commuter-4 plan as outlined in Section 2.2.2.3. Accordingly, additional trips on the same day will be processed as a SunPass transaction with an additional $5 administrative fee. The County will continue to assess the use of annual plans on an ongoing basis.

42. Can the pricing sheets be made available in excel format?

Response: The County is unable to provide Form B-1 in Excel Format; however, the Form will be provided in the form of a fillable Word document.

MIAMI-DADE COUNTY

CLERK OF THE BOARD

2013 FEB 27 AM 9:57

CLERK, CIRCUIT & COUNTY CTS.
MIAMI-DADE COUNTY, FLA.
#1

ADDENDUM NO. 3

DATE: **February 27, 2013**

TO: **ALL PROSPECTIVE PROPOSERS**

SUBJECT: **Request for Proposal No. 861**

TITLE: **SunPass/Toll-By-Plate Electronic Tolling Solution**

This addendum becomes part of the subject Request for Proposals (RFP):

- In accordance with the County response to Question No. 19 in Addendum No. 2, drawings from recent projects containing canopy information have been posted as a separate attachment to this solicitation.

ALL OTHER INFORMATION REMAINS THE SAME.

Miami-Dade County

Beth Goldsmith

Beth Goldsmith, CPPB
Procurement Contracting Officer 2
Internal Services Department
Miami-Dade County

cc: Clerk of the Board

Memorandum

MIAMI-DADE COUNTY

Date: March 14, 2013

To: Lester Sola, Director
Internal Services Department

Thru: Miriam Singer, CPPO, Assistant Director
Internal Services Department

From: Beth Goldsmith, CPPB, Procurement Contracting Officer 2
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 861: SunPass/Toll-By-Plate Electronic Tolling Solution

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The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Committee meeting dates:
March 8, 2013 (Kick-off Meeting)
March 12, 2013 (Technical Discussion and Evaluation Meeting)
March 14, 2013 (Oral Presentations, Evaluation Meeting, and Final Scoring)

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The Proposer that submitted a response is not a certified SBE firm.

Verification of compliance with minimum qualification requirements:
The RFP opened on March 7, 2013, with one proposal response received from TransCore LP. The proposal was reviewed for responsiveness and compliance with the minimum qualification requirement by the Chairperson and deemed to be responsive and responsible. A letter of no proposal was received by the Clerk of the Board from Telvent, a division of Schneider Electric. An additional letter of no proposal was submitted via email from Kapsch TrafficCom IVHS Inc. Both firms cited the project timeline as the reason for no response.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
The Proposer that submitted a response is not a Local Certified Service-Disabled Veteran's Business Enterprises.

Evaluation Results/ Summary of Scores:
The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the responsive proposal submitted in reference to the RFP. A technical discussion and evaluation meeting was held to discuss the technical merits of the proposal and the ability of the proposed solution to meet the operational needs of the County as outlined in the RFP. After completion of the technical review of the proposal received, the Evaluation/Select Committee conducted preliminary scoring in accordance with the criteria outlined within the RFP.

Preliminary Scores are as follows:

Pre-Oral Presentations

Proposer	Technical Score (Max 425 points)	Price Score (Max 75 points)	Total Combined Score (Max 500 points)	Price / Cost Submitted
TransCore LP	391	62	453	$4,083,699

The Evaluation/Selection Committee elected to hold an oral presentation to obtain clarification on the submission from TransCore LP. The oral presentation was conducted on March 14, 2013. Immediately following the oral presentation, an additional technical evaluation was held and final scoring was conducted by the Evaluaton/Selection Committee.

The final scores are as follows:

Post Oral Presentations

Proposer	Technical Score (Max 425 points)	Price Score (Max 75 points)	Total Combined Score (Max 500 points)	Price / Cost Submitted
TransCore LP	403	62	465	$4,083,669

Local Preference:
Local Preference was considered in accordance with the applicable ordinance, but did not affect the outcome.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, TransCore LP. The following individuals will participate in the negotiations:

Beth Goldsmith, Procurement Contracting Officer 2, ISD
Aneisha Daniel, Assistant Director, PWWM
Michael Bauman, Chief, PWWM
Theresa Fuentes-Smart, Division Director, PWWM
Lars Schmekel, Division Director, ITD

Justification for Recommendation:
The Evaluation/Selection Committee recommends that the County proceed to negotiations with TransCore LP. The County solicited proposals to convert the existing cash/C-Pass electronic toll system in use at the Venetian and Rickenbacker Causeways to a SunPass/Toll-By-Plate Electronic Tolling (Solution). The proposed Solution offered by TransCore LP is capable of meeting all of the functional requirements outlined within the solicitation and will allow the County to process tolls via SunPass transponders or Toll-By-Plate functionality. Additionally, TransCore LP will develop pre-paid toll functionality that allows SunPass transponders to be programmed for travel on the Causeways for customers that meet the requirements to purchase annual pass plans. The Solution will also be capable of interfacing directly with Florida's Turnpike Enterprise, the state entity tasked with the collection of SunPass tolls. TransCore LP will be responsible for providing all required hardware/devices, software, implementation, customization, integration, testing, training and maintenance and support services for the Solution throughout the contract term including any renewals or extensions issued by the County. TransCore LP will complete the full implementation of the Solution, including all configuration, development, and testing within ten months of contract award.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as composite score sheets and the evaluation results memo.

Approved

Lester Sola, Director
Internal Services Department

3/18/13
Date

Memorandum

MIAMI-DADE COUNTY

Date: February 15, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Public Works and Waste Management Department Request for Proposal (RFP) for SunPass/Toll-By-Plate Electronic Tolling Solution – RFP No. 861.

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Public Works and Waste Management Department Request for Proposal (RFP) for SunPass/Toll-By-Plate Electronic Tolling Solution – RFP No. 861.

Selection Committee
Beth Goldsmith, ISD (Non-Voting Chairperson)
Aneisha Daniel, PWWM
Michael Bauman, PWWM
Guillermo Paneque, PWWM
Maurice Jenkins, Aviation
Joe Mora, RER
Adela Ledo, Aviation (Alternate)

Technical Advisors
Pablo Ojeda, PWWM
Olga Espinosa-Anderson, PWWM
Teresa Fuentes-Smart, PWWM
Ranjana Warier, ITD

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through ISD for review and consideration.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

All questions must be directed to the staff contact person designated by the issuing department.

c: Lester Sola, Director, ISD
Kathleen Woods-Richardson, Director, PWWM
Jose Abreu, Director, Aviation
Angel Petisco, Director, ITD
Jack Osterholt, Deputy Mayor/Director, RER
Mario Goderich, Assistant Director, Business Affairs/RER

Selection Committee
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Ranjana Warier, ITD

SELECTION COMMITTEE
PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT
REQUEST FOR PROPOSAL
SUNPASS/TOLL-BY-PLATE ELECTRONIC TOLLING SOLUTION

RFP NO. 861

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional License(s)/ Certification(s)	Telephone #
Beth Goldsmith (Non-Voting Chairperson)	---	---	---	---	---	305-375-4417
Aneisha Daniel Assistant Director	PWWM	1994	Black Female	Masters Degree in Public Administration	Six Sigma (Green belt)	305-514-6630
Michael Bauman, Chief Causeway Division	PWWM	1991	White Male	Masters in Public Administration Bachelors in Forestry	Machine Tool Technology Certificate	305-854-2468
Guillermo Paneque Causeway Manager	PWWM	1999	Hispanic Male	Bachelor in Chemical Engineering	None	305-854-2468
Maurice Jenkins, Director ISD/Telecommunications	Aviation	1988	Black Male	Bachelor of Business Administration Computer Information Systems	None	305-875-0934
Joe Mora, Division Director	RER	1980	Hispanic Male	Bachelor of Science	Transportation Issues, Domestic Animal Relates Issues	305-375-2460
Adela Ledo, Architect II (Alternate)	Aviation	1979	Hispanic Female	Bachelors in Architecture	R.A.	305-869-8679
TECHNICAL ADVISORS						
Pablo Ojeda Systems Analyst 2	PWWM	1984	Hispanic Male	Associate in Arts (Engineering)	None	305-854.2468
Olga Espinosa-Anderson Division Director 3	PWWM	1989	Hispanic Female	Master of Public Administration	Communication	305-514.6730
Teresa Fuentes – Smart Chief, Technology Services	PWWM	1989	Hispanic Female	Bachelor of Science in Computer Science	None	305-375.2085
Ranjana Warier Senior Security Systems Engineer	ITD	2011	Asian Female	Masters in Computer Science	PMP, CISA	305.596.8793