

Memorandum

MIAMI-DADE
COUNTY

Date: November 1, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(F)(8)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award: Laboratory Information Management System

Recommendation

It is recommended that the Board of County Commissioners approve award of *Contract No. RFP-00321, Laboratory Information Management System*, for a turnkey, configurable, commercial off-the-shelf system (System) to process forensic laboratory information, conduct inventory, and reconcile evidence for the Miami-Dade Police Department. The System will provide state of the art functionality and enhance quality assurance functions while supporting the daily operations of law enforcement. The contract includes all software licensing, implementation, integration, configuration, data conversion, training, maintenance, and support services. The Information Technology Department will manage this contract on behalf of the Police Department.

The Police Department is responsible for overseeing the daily operations of the Forensic Services Bureau, which provides forensic services, maintains chain of custody, manages lab workloads, and delivers final reports for all law enforcement agencies located in Miami-Dade County, including external federal, state, and local agencies. The System will replace the current legacy application that was developed internally 15 years ago. The current application is not capable of automating the required functionalities to complete routine laboratory operations and no longer meets the operational needs of the Police Department.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$2,030,000. Should the County choose to exercise, at its sole discretion, the three (3) five-year options to renew, the estimated cumulative value will be \$4,777,000. There is no current contract in place, as the current application was developed and maintained internally.

Department	Allocation	Funding Source	Contract Manager
Information Technology	\$2,030,000	Internal Service Funds	Emilio Canasi
Total	\$2,030,000		

Track Record/Monitor

Dakota Thompson of the Internal Services Department is the Procurement Contracting Officer and Stephanie Stoiloff of the Miami-Dade Police Department is the Project Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38, including any cancellation, renewal, and extension provisions.

Vendor Recommended for Award

Awardee	Principal Address	Address of Branch Offices or Headquarters in Miami-Dade or Broward*	Employee Residents	Principal
			1)Miami-Dade 2)Broward 3)Percentage*	
Abbott Informatics Corporation	4000 Hollywood Boulevard Suite 515 South Hollywood, FL	Same	15	Jay Srinivasan
			105	
			100%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade or Broward as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Reason for Not Recommending
JusticeTrax, Inc.	No Bid*

*A "No Bid" means the vendor responded indicating it will not be submitting a proposal.

Due Diligence

Pursuant to Resolution No. R-187-12, 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 bidders, debarred bidders, delinquent contractors, suspended bidders, and federal excluded parties. There are no adverse findings relating to contractor responsibility.

Applicable Ordinances and Contract Measures

- The two (2) percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Selection Factor and Local Preference were applied in accordance with the ordinances.
- The Living Wage Ordinance does not apply.



 Russell Benford
 Deputy Mayor

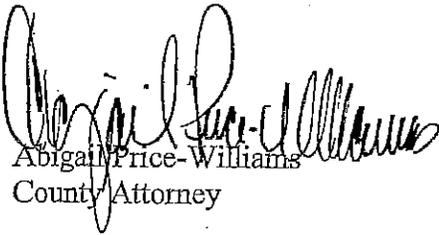


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

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

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
- Statement of social equity 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

Agenda Item No. 8(F)(8)

Veto _____

11-1-16

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00321 TO ABBOTT INFORMATICS CORPORATION TO OBTAIN A LABORATORY INFORMATION MANAGEMENT SYSTEM FOR THE POLICE DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$4,777,000.00 OVER THE INITIAL FIVE-YEAR TERM AND THREE, FIVE-YEAR OPTION TO RENEW TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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 award of Contract No. RFP-00321 to Abbott Informatics Corporation to obtain a laboratory information management system for the Police Department, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum in a total amount not to exceed \$4,777,000.00 over the initial five-year term and three, five-year option to renew terms; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise all provisions contained therein, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Oren Rosenthal

Laboratory Information Management System

THIS 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 ABBOTT INFORMATICS CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 4000 HOLLYWOOD BLVD., SUITE 333 S, HOLLYWOOD, FL. 33021 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Laboratory Information Management System, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 00321 . and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated March 2, 2016, 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 Laboratory Information Management System 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:

1. 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. 00321 and all associated addenda, and the Contractor's Proposal.
2. The words "Contract Date" to mean the date on which this Agreement is effective.
3. The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
4. The word "Contractor" to mean Abbott Informatics Corporation and its permitted successors.

5. The word "Days" to mean Calendar Days.
6. 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.
7. 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.
8. 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. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
9. The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
10. 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.
11. 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.
12. The word "Designated Equipment" shall mean the software products identified on Appendix "A" with which the Software will be maintained for the County by the Contractor.
13. The word "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the System which are furnished to Licensee by County in connection with the Software.
14. The word "Maintenance Fee" shall mean the fees associated to the Software required to operate the System as further outlined in Appendix B "Price Schedule".
15. The word "MDPD" shall mean the Miami-Dade Police Department.
16. The word "LIMS" shall mean the Laboratory Information Management System.
17. The word "System" shall mean the turnkey Laboratory Information Management System which includes the Licensed Software, and any third party software that the Contractor will make accessible to the County and Third Party Users through the Internet, as well as an on-site installation of the System, all as described in this Agreement and the attachments hereto.
18. The word "Defect(s)" shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.

19. The word "Deliverable(s)" shall mean all Software, Software Licenses and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.
20. The word "Final Acceptance" shall mean the acceptance of the System by the County.
21. The word "Final Acceptance Criteria" shall mean the criteria described in Appendix E "Acceptance Procedures", as later and further developed as part of the Implementation Plan (as described and set forth in Appendix A "Scope of Services") by which the County will test the System and its functional components and measure it's conformance with the final acceptance specifications in the Scope of Services or final design Documents.
22. The word "Hardware" shall mean the physical components or equipment that make up a computer system including the programs that control the operations of the computer and support the Software.
23. The word "Releases" shall mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.
24. The word "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the System, review information, and make inquiries.
25. The word "Maintenance" shall mean any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates.
26. The word "Updates" shall mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.
27. The word "Upgrades" shall mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
28. The word "Go Live" shall mean the date that the fully developed System components, accepted by the County, will be placed into a production environment.
29. The word "Deposit Materials" shall consist of source code and "development environment" for the software. The "development environment" consists of the programming documentation, build instructions, configuration information, schematics, designs, and flow charts and any propriety software tools, libraries, linkers, utilities, compilers, and other programs used by the Contractor's programmers to develop, maintain or implement the software, including instructions for compiling and linking the source code into executable forms or for building an executable version of the software. If any of the "Deposit Materials" are commercial products readily available to the County from third market sources, then such commercial products do not need to be included if a list identifying them is included by the Contractor in the "development environment". The "Deposit Materials" will include the name of the main programmers involved in the development and maintenance of

the software along with their home addresses and telephone numbers. This list will not be made available to the County unless released as part of a release of "Deposit Materials" in accordance with the Escrow Agreement. "Deposit Materials" will not be encrypted or password protected.

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 Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No.00321 and any associated addenda and attachments thereof, and 5) the Proposers' 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 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 three (3) additional five (5) 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 Solution 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 Solution and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any of the Solution Software

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**

- a) to the Project Manager:
Miami-Dade County
Information Technology Department
9105 NW 25th Street
Doral, Florida 33172

Attention: Emilio Canasi
Phone: 305-471-1827
Email: Emilio.Canasi@miamidade.gov

Miami-Dade Police Department
9105 NW 25th Street, Room 2154
Doral, Florida 33172

Attention: Stephanie Stoloff
Phone: 305-471-3037
E-mail: slstoloff@mdpd.com

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Abbott Informatics Corporation
4000 Hollywood Blvd., Suite 333 S
Hollywood, FL 33021

Attention: Tamir Gotfried
Phone: 305-527-5500
E-mail: tamir.gotfried@abbott.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 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 Solution 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.

When problems with the LIMS are reported or identified, the selected Contractor support services shall outline and designate a Severity Levels for each problem as defined below. If the MDPD disagrees with the Severity Level assigned, a change to the Severity Level will be discussed and mutually agreed upon.

The Severity Levels are defined below:

- i. Severity Level 1 (Critical Problem). LIMS is unavailable, resulting in a critical impact to operations that require fast resolution.

- II. Severity Level 2 (Urgent Problem). MDPD-designated users can access LIMS; however material functions are not available.
- III. Severity Level 3 (Important Problem). MDPD-designated users can access LIMS, and one or more of the less important functions are not available resulting in a minor impact.
- IV. Severity Level 4 (Minor Problem/Enhancement Request). Issues, questions, or items that do not impact the workflow. The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date, at no cost to MDPD.

Selected Contractor shall provide support services and respond, (i.e., begin working toward a resolution) to problems based on the Severity Level as described in the following table, with resolution being either a final solution or a workaround. The Response Time and Resolution Time intervals begin when MDPD reports a problem into the selected Contractor's Helpdesk System and a ticket is generated for this particular report. Upon consultation with and approval by an authorized MDPD representative, the times given below can be extended.

Severity Level	Response Time (Normal Business Hours)	Response Time (On-Call Hours)	Frequency of Issue Status	Target Resolution Time
1	1 hour	5 hours	Hourly	8 hours
2	1 hour	5 hours	Every 2 hours	48 hours
3	1 day	3 days	Every 2 days	5 days
4	2 days	N/A	Monthly	As scheduled

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 Solution 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 solution 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 Solution, 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 Solution and/or Equipment within fifteen business (15) days of successful completion of Performance/System testing, load balancing testing and capacity testing unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software Solution 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 Solution and/or Equipment or may accept any item of Software Solution and/or Equipment and reject the balance of the delivered Software Solution 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 Solution and/or Equipment for such items of rejected Software Solution 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 Solution and/or Equipment until the time the Project Manager certifies that the Solution(s) has successfully completed the Solution Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- d) Contractor agrees to install the Software Solution at the County's facilities. Contractor agrees to commence installation of the Software Solution 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 without interruption and in accordance with the Implementation Schedule, so that such Software Solution 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 Solution 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 Solution 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 Solution. 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) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other Contractors supplying peripheral or ancillary equipment that will interface with the Solution; 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 solution 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 Solution 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:

- 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.
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- The County will be granted fifteen (15) 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.
- 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.
- 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.
- 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. FEES AND PAYMENT

14.1 Fees. The County shall pay the Fees or other considerations for the Solution, 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.

14.2 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.

14.3 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.

14.4 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 and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. 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 or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a Subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health Trust, 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 or the Public Health Trust.

Information Technology Department
Accounts Payables Section
9105 NW 25th Street
Doral, FL 33172

Attn: Emilio Canasi
Phone: (305) 471-1827

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

ARTICLE 15. INDEMNIFICATION AND INSURANCE

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. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim.

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

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

or

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

CERTIFICATE HOLDER MUST READ:

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

ARTICLE 16. 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. Selected Proposer's project team will be required to comply with FDLE security policy and be required to be fingerprinted and FDLE certified to work and remain cleared through the resultant contract award.
- 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 17. 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 18. 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 19. 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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County 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 20. 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 21. 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 22. 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 solution that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 23. 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, which shall not be unreasonably withheld, for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 24. 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 25. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or

corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will 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. Selected Proposer's project team will be required to comply with FDLE security policy and be required to be fingerprinted and FDLE certified to work and remain cleared through the resultant contract award. 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 26. 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 27. 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 28. TERMINATION AND SUSPENSION OF WORK

- a) Either party may terminate this Agreement if the other Party attempts to meet its contractual obligation 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 other party.
- 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 29. 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 30. 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 31. 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 32. 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 33. CONFIDENTIALITY

- a) All Developed Works as defined in Article 36 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, Subcontractor 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, Subcontractor 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 Proposer expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Proposer shall advise each of its employees, agents, Subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information

by any of its employees or agents, or Subcontractors or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 34. 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.

Solely in the event of a release event as defined 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, 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.

ARTICLE 35. 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 hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.



ARTICLE 36. 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 Proposer shall not, without the prior written consent of the County, use such documentation on any other project in which the Proposer or its employees, agents, Subcontractors or suppliers are or may become engaged. Submission or distribution by the Proposer 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, Subcontractors 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 and any improvements thereto, 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 non-exclusive 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. The System and any accompanying documentation are protected by U.S. and International copyright laws and treaties. County acknowledges that its possession, installation or use of the System does not transfer to it any title to the intellectual property in the System and that County will not acquire any rights in the System or any accompanying documentation except as expressly provided herein. County acknowledges that title and full ownership rights to the System and any Update or Upgrade, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein, will remain the exclusive property of Contractor or its suppliers.

ARTICLE 37. 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(f) 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 38. 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 3-38; (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 39. 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 40. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 41. 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 42. 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 43. 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 44. 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 45. 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 Proposer 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 Proposer 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 24 of this Contract.

ARTICLE 46. 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 47. 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 48. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Proposer's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Proposer's suppliers, Subcontractor, or the like shall not excuse the Proposer'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 Proposer's staff personnel), terrorism or war.

ARTICLE 49. 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 FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

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

CONTRACTOR

MIAMI-DADE COUNTY

By: [Signature]

By: _____

Name: JAMIR CASTRILEY

Name: Carlos A. Gimenez

Title: GENERAL MANAGER, AMERICAS

Title: Mayor

Date: 27 JULY 2016

Date: _____

Attest: [Signature]
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Christina Hernandez
Commission # FF956049
Expires: January 31, 2020
Bonded thru Aaron Notary

[Signature]
Assistant County Attorney

**APPENDIX A
SCOPE OF SERVICES**

SCOPE OF SERVICES

This Scope of Services (SOS) is Appendix A to Contract No. RFP 000321 between Abbott Informatics, and the County.

This document provides the project services required to implement the Laboratory Information Management System (LIMS) provided by Abbott Informatics, in accordance with the Agreement with the County. It defines the deliverables related to each component during the various phases of project implementation including the responsibilities for each deliverable.

System Overview

Project Objectives

To provide Miami-Dade County with a commercial "off-the-shelf" configurable Laboratory Information Management System (System).

Miami-Dade County Police Department (MDPD) is responsible for overseeing the daily operations of the Forensic Services Bureau (FSB) and the Property and Evidence Tracking System (PETS) Laboratory Information Management System (LIMS). The FSB provides forensic services, maintains chain of custody, manages lab workloads and delivers final reports for MDPD, and all municipalities with Miami-Dade County. The proposed System shall be used by all County law enforcement agencies and external municipal, State, and Federal agencies.

Proposer will be responsible for delivery of a turn-key LIMS solution inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance, and support services throughout the resultant contract term.

The following lists Abbott Informatics scope of services for the implementation project. Abbott Informatics Corporation understands that the activities and deliverables of the technology solution will include:

- a. Project initiation to include the kick off meeting and business process review at MDPD;
- b. Gap analysis documentation;
- c. Project management to include project plan, reports, requirements traceability matrix (RTM), task monitoring and resource management, change management, and RTM updates;
- d. Assist with network and hardware set-up, development system install, and client machine testing;
- e. System administrator training;
- f. System configuration to reflect MDPD processes;
- g. Build interfaces (EDMS, CSIpix, GIS, Firearm, and Foray);
- h. Instrument integration;
- i. Customization to meet Scope of Services Section 2.0 of RFP 00321;
- j. Reports (all disciplines);
- k. Data migration;
- l. Test system installation;
- m. Factory acceptance testing to include creating and executing test scripts;
- n. Site user acceptance testing;

-
- o. Performance/System testing, load balancing testing and capacity testing;
 - p. Training material and end user training;
 - q. Production system installation to include initial system installs and client machine testing;
 - r. Go live support;
 - s. Knowledge transfer; and
 - t. Post implementation support.

**APPENDIX B
PRICE SCHEDULE**

A. PAYMENT SCHEDULE

Milestone Detail	Description	Milestone Percentage	Total Amount Due
Milestone 1	Kick off Meeting; Delivery of draft project schedule	4%	\$56,499.24
Milestone 2	Base Software Installation and License Delivery	58.33%	\$823,968.00
Milestone 3	Systems Analysis and Design	9%	\$127,123.29
Milestone 4	Data Conversion	9%	\$127,123.29
Milestone 5	Integration/Interface	9%	\$127,123.29
Milestone 6	Training	9%	\$127,123.29
Milestone 7	Go Live/User Acceptance	1.67%	\$23,520.60
Total for Initial Implementation			\$1,412,481.00
			- included -
Maintenance and Technical Support Services – Year 1			
Maintenance and Technical Support Services – Year 2			\$148,543.80
Maintenance and Technical Support Services – Year 3			\$151,187.59
Maintenance and Technical Support Services – Year 4			\$153,884.26
Maintenance and Technical Support Services – Year 5			\$156,634.87
Total for Initial Five Year Term:			\$610,250.52

TABLE – PRICE BREAKDOWN FOR SOFTWARE LICENSES			
Software Product Name and Proposed Version	Unit Price	Quantity	Total (Unit Price x Quantity)
STARLIMS Full concurrent license, FR2014R1.2	3,836	150	\$575,400.00
STARLIMS Designer Licenses, 11.0.0.25	7,920	2	\$15,840.00
Advanced Analytics, 8.1.6	808	50	\$40,400.00
Advanced Analytics Builder, 8.1.6	1,616	8	\$12,928.00
SDMS, 1.6.1.34	170,000	Module	\$170,000.00
Verification Kit	9,400	Kit	\$9,400.00
Total breakdown for Software			\$823,968.00

Software Escrow Fees:

Description	Annual Fee
Software Escrow Year 1	\$1,417
Software Escrow Year 2	\$1,435
Software Escrow Year 3	\$1,453
Software Escrow Year 4	\$1,471
Software Escrow Year 5	\$1,489
Total for Initial Five Year Term:	\$7,265



B. OPTIONAL YEARS TO RENEW

1. Maintenance and Support Fees

Description	Annual Fee	Extended Total
OTR 1 –Maintenance and Technical Support Service Fees (Years 6-10)		\$826,397.73
Maintenance and Technical Support Service Fees <i>Contract Year 6</i>	\$159,440.49	
Maintenance and Technical Support Service Fees <i>Contract Year 7</i>	\$162,302.22	
Maintenance and Technical Support Service Fees <i>Contract Year 8</i>	\$165,221.18	
Maintenance and Technical Support Service Fees <i>Contract Year 9</i>	\$168,198.52	
Maintenance and Technical Support Service Fees <i>Contract Year 10</i>	\$171,235.32	
OTR 2 – Maintenance, and Technical Support Service Fees (Years 11-15)		\$903,899.29
Maintenance and Technical Support Service Fees <i>Contract Year 11</i>	\$174,333.04	
Maintenance and Technical Support Service Fees <i>Contract Year 12</i>	\$177,492.62	
Maintenance and Technical Support Service Fees <i>Contract Year 13</i>	\$180,715.40	
Maintenance and Technical Support Service Fees <i>Contract Year 14</i>	\$184,002.63	
Maintenance and Technical Support Service Fees <i>Contract Year 15</i>	\$187,355.60	
OTR 3 – Maintenance, and Technical Support Service Fees (Years 16-20)		\$989,467.16
Maintenance and Technical Support Service Fees <i>Contract Year 16</i>	\$190,775.63	
Maintenance and Technical Support Service Fees <i>Contract Year 17</i>	\$194,264.06	
Maintenance and Technical Support Service Fees <i>Contract Year 18</i>	\$197,822.26	
Maintenance and Technical Support Service Fees <i>Contract Year 19</i>	\$201,451.63	
Maintenance and Technical Support Service Fees <i>Contract Year 20</i>	\$205,153.58	

2. Software Escrow Fees

Description	Annual Fee	Extended Total
OTR 1 – SOFTWARE ESCROW FEES (Years 6-10)		\$7,714

Description	Annual Fee	Extended Total
Software Escrow Fees Contract Year 6	\$1,508	
Software Escrow Fees Contract Year 7	\$1,526	
Software Escrow Fees Contract Year 8	\$1,542	
Software Escrow Fees Contract Year 9	\$1,561	
Software Escrow Fees Contract Year 10	\$1,577	
OTR 2 – SOFTWARE ESCROW FEES (Years 11-15)		\$8,186
Software Escrow Fees Contract Year 11	\$1,597	
Software Escrow Fees Contract Year 12	\$1,617	
Software Escrow Fees Contract Year 13	\$1,637	
Software Escrow Fees Contract Year 14	\$1,657	
Software Escrow Fees Contract Year 15	\$1,678	
OTR 3 – SOFTWARE ESCROW FEES (Years 16-20)		\$8,710
Software Escrow Fees Contract Year 16	\$1,699	
Software Escrow Fees Contract Year 17	\$1,720	
Software Escrow Fees Contract Year 18	\$1,742	
Software Escrow Fees Contract Year 19	\$1,763	
Software Escrow Fees Contract Year 20	\$1,786	

C. OPTIONAL ITEMS

1. PROFESSIONAL SERVICES

During the term of the resultant contract, should the County wish to employ the Contractor for projects or services outside the scope of the services, all work performed will be billed on a time and materials basis as defined in the below rate schedule:

Service	Initial 5-yr Contract Term	OTR-1	OTR-2	OTR-3
Project Manager	\$1,518/day off-site \$1,619/day on-site	\$1,549/day off-site \$1,651/day on-site	\$1,580/day off-site \$1,684/day on-site	\$1,612/day off-site \$1,718/day on-site



Developer	\$1,518/day off-site \$1,619/day on-site	\$1,549/day off-site \$1,651/day on-site	\$1,580/day off-site \$1,684/day on-site	\$1,612/day off-site \$1,718/day on-site
Web Developer	\$N/A	\$N/A	\$N/A	\$N/A
Trainer	\$1,518/day off-site \$1,619/day on-site	\$1,549/day off-site \$1,651/day on-site	\$1,580/day off-site \$1,684/day on-site	\$1,612/day off-site \$1,718/day on-site
Solution Administrator	\$1,518/day off-site \$1,619/day on-site	\$1,549/day off-site \$1,651/day on-site	\$1,580/day off-site \$1,684/day on-site	\$1,612/day off-site \$1,718/day on-site
Database Administrator	\$1,920/day	\$1,958/day	\$1,998/day	\$2,038/day
On-Site Training (Per Day)	\$1,619	\$1,651	\$1,684	\$1,718
Other (List Professional Title)	\$N/A	\$N/A	\$N/A	\$N/A

Prior to initiating work on these optional items, the County and Contractor will define the scope of work via a work order issued under this Agreement. The County reserves the right to negotiate each order with the Contractor. Addition of facilities shall require a Contract Amendment to be executed by both parties.

D: OPTIONAL ENTERPRISE SOFTWARE LICENSE, MAINTENANCE SUPPORT, AND ESCROW SERVICES

If Proposer's software licensing model is other than an Enterprise Software License, Proposer shall provide pricing for an Enterprise Software License(s) in the table below. The Proposer should also provide the ability to acquire the Enterprise License(s) at any time during the term of the Agreement including all options to renew, with a full dollar credit for any purchased software licenses to be applied towards the purchase of the Enterprise Software License(s). These prices should not be included in the Proposer's Total Proposed Price in "Sections "A" and B" of Form 1.

DESCRIPTION		PRICE		
Enterprise LIMS License Fee – Table D1		\$2,337,137.27		
Total Proposed Price*		\$2,925,650.17³		
TABLE D1: PRICE BREAKDOWN FOR ENTERPRISE SOFTWARE				
LIMS Software Product Name and Version	Unit Type (User/CPU/etc.)	Unit Price	Quantity / Users	Total (Unit Price x Quantity)
STARLIMS Full and data concurrent users, FR2014R1.2	Concurrent	1,100,135	Unlimited	1,100,135
SDMS, 1.6.1.34	Module	160,000	Unlimited	160,000
STARLIMS Designer license, 11.0.0.25	Named	39,865	Unlimited	39,865
Total for Enterprise Software:				\$1,300,000.00
Maintenance and Technical Support Service Fees (Initial Contract Term)				
Maintenance and Technical Support Service Fees Year 1			N/A – Warranty Period	

Maintenance and Technical Support Service Fees Year 2	\$250,354.00
Maintenance and Technical Support Service Fees Year 3	\$255,034.00
Maintenance and Technical Support Service Fees Year 4	\$259,807.60
Maintenance and Technical Support Service Fees Year 5	\$264,676.67
Total Proposed Price*	\$1,029,872.27
Software Escrow Agreement (Initial Contract Term)	
Software Escrow Agreement Fee Year 1	\$1,417
Software Escrow Agreement Fee Year 2	\$1,435
Software Escrow Agreement Fee Year 3	\$1,453
Software Escrow Agreement Fee Year 4	\$1,471
Software Escrow Agreement Fee Year 5	\$1,489
Total Proposed Price	\$7,265

³ Includes a discount of \$298,287.00.

MAINTENANCE AND SUPPORT - OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE FOR LIMS ENTERPRISE SOFTWARE LICENSE

D2: SOFTWARE MAINTENANCE SUPPORT SERVICES

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Maintenance, and Technical Support Service Fees (Years 6-10)		\$1,399,896.80
Maintenance and Technical Support Service Fees <i>Contract Year 6</i>	\$269,643.13	
Maintenance and Technical Support Service Fees <i>Contract Year 7</i>	\$274,708.91	
Maintenance and Technical Support Service Fees <i>Contract Year 8</i>	\$279,876.01	
Maintenance and Technical Support Service Fees <i>Contract Year 9</i>	\$285,146.45	
Maintenance and Technical Support Service Fees <i>Contract Year 10</i>	\$290,522.30	
OTR 2 – Maintenance, and Technical Support Service Fees (Years 11-15)		\$1,537,088.4
Maintenance and Technical Support Service Fees <i>Contract Year 11</i>	\$296,005.66	
Maintenance and Technical Support Service Fees <i>Contract Year 12</i>	\$301,598.69	
Maintenance and Technical Support Service Fees <i>Contract Year 13</i>	\$307,303.59	



Maintenance and Technical Support Service Fees <i>Contract Year 14</i>	\$313,122.58	
Maintenance and Technical Support Service Fees <i>Contract Year 15</i>	\$319,057.95	
OTR 3 – Maintenance, and Technical Support Service Fees (Years 16-20)		\$1,688,559.18
Maintenance and Technical Support Service Fees <i>Contract Year 16</i>	\$325,112.03	
Maintenance and Technical Support Service Fees <i>Contract Year 17</i>	\$331,287.19	
Maintenance and Technical Support Service Fees <i>Contract Year 18</i>	\$337,585.85	
Maintenance and Technical Support Service Fees <i>Contract Year 19</i>	\$344,010.49	
Maintenance and Technical Support Service Fees <i>Contract Year 20</i>	\$350,563.62	

D3: ESCROW SERVICES – OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE FOR LIMS ENTERPRISE SOFTWARE LICENSE

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Software Escrow Fees (Years 6-10)		\$7,714
Software Escrow Fees <i>Contract Year 6</i>	\$1,508	
Software Escrow Fees <i>Contract Year 7</i>	\$1,526	
Software Escrow Fees <i>Contract Year 8</i>	\$1,542	
Software Escrow Fees <i>Contract Year 9</i>	\$1,561	
Software Escrow Fees <i>Contract Year 10</i>	\$1,577	
OTR 2 – Software Escrow Fees (Years 11-15)		\$8,186
Software Escrow Fees <i>Contract Year 11</i>	\$1,597	
Software Escrow Fees <i>Contract Year 12</i>	\$1,617	
Software Escrow Fees <i>Contract Year 13</i>	\$1,637	
Software Escrow Fees <i>Contract Year 14</i>	\$1,657	
Software Escrow Fees <i>Contract Year 15</i>	\$1,678	
OTR 3 – Software Escrow Fees (Years 16-20)	\$	\$8,710
Software Escrow Fees <i>Contract Year 16</i>	\$1,699	



Software Escrow Fees <i>Contract Year 17</i>	\$1,720	
Software Escrow Fees <i>Contract Year 18</i>	\$1,742	
Software Escrow Fees <i>Contract Year 19</i>	\$1,763	
Software Escrow Fees <i>Contract Year 20</i>	\$1,786	

APPENDIX C- ACCEPTANCE CRITERIA

APPENDIX C – ACCEPTANCE CRITERIA

DELIVERABLE ACCEPTANCE PROCEDURES

The parties intend for the System to be brought into Production Mode, as defined below, in stages, as each of the functional components of the System are deployed as set forth in Appendix A "Scope of Services" project timeline. Each functional component will be subjected to its own testing and Final Acceptance will be deemed to have occurred for that component upon the component (i) satisfying the Final Acceptance Criteria (which will be agreed to by the parties and (ii) module being used in Production Mode.

Contractor will notify County in writing (via email) when the Deliverables for a functional component of the System are ready for acceptance testing. County will commence testing on such Deliverables within three (3) County Work Days of being notified by Contractor, provided County has been given access to such Deliverables. County will have up to five (5) days, in its own discretion, to conduct its first round of acceptance tests and will use reasonable measures to determine whether the Deliverables are in conformance with the Final Acceptance Criteria for the applicable functional component, and will notify Contractor in writing as to any deficiency, in list form (to be incorporated by mutual agreement into a punch list during the System acceptance periods described in Appendix C "Project Timeline"). Contractor will promptly commence work on resolving such punch list issues and will, as necessary, redeliver such Deliverables for further testing, which County will commence within two (2) days of receiving Contractor's notice that the Deliverables are ready for such further testing. The parties shall agree, upon such redelivery, as to the time County requires to complete the additional acceptance testing. The process will be repeated until either the functional component has substantially conformed to the Final Acceptance Criteria or County decides to accept the functional component as is and the functional component is put into Production Mode.

The above process will be repeated for each functional component delivered hereunder provided that functional components may be tested in tandem as set forth in Appendix C "Project Timeline."

Final Acceptance of the System will be deemed to have occurred on the Deliverables meeting the Final Acceptance Criteria (which the parties will mutually agree to and develop from the functional and technical requirements as set forth in the contract documents, provided that the parties recognize that the development of the CCS Documents may result in the parties clarifying such requirements). Such Final Acceptance shall be evidenced by (i) a written acknowledgement by the County Project Manager (which acknowledgement shall not be arbitrarily or unreasonably withheld) that the System meets all such functional and technical requirements or (ii) County's use of the System in a Production Mode. "Production Mode" means any use by the County of the System or any of its modules to process any day-to-day business activity on behalf of the County.



DELIVERABLE ACCEPTANCE FORM
USER ACCEPTANCE TEST

PROJECT: LABORATORY INFORMATION MANAGEMENT SYSTEM

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 the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted, and must be fully executed by both parties.

DELIVERABLE NAME: USER ACCEPTANCE TEST (UAT)

Deliverable Description: During the User Acceptance Test period, the Contractor and the County collectively will check, verify, and adjust the System as needed to meet the operational specifications listed in RFP-00321 and the attached UAT report. During the User Acceptance Test period, the Contractor is required to:

- Verify and update the test scenarios
- Ensure configurations are working properly
- Train County personnel on the operation of the Solution and associated components
- Conduct final functionality control tests, additions/modifications, and software integration
- Verify the normal operation of the System and ensure compatibility of peripheral and system applications
- Resolve user problems and/or deficiencies identified by the County
- Correct and manage errors
- Update the System documentation

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By: _____

Signature	Name	Date
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Accepted By: _____

Signature	Name	Date
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FINAL SYSTEM ACCEPTANCE FORM

PROJECT: LABORATORY INFORMATION MANAGEMENT SYSTEM

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 the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted, and must be fully executed by both parties

The Warranty Period on this deliverable starts on: _____ and is valid for a twelve month period.

DELIVERABLE NAME: FINAL SYSTEM ACCEPTANCE

Deliverable Description: The delivered system meets the business requirements of the County as detailed in the Final System Acceptance Report. The Contractor has successfully completed the required System setup and integration for the Solution satisfies the criteria as specified in the scope of services for RFP-00321

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 D – SOFTWARE ESCROW AGREEMENT



Appendix 1

Confirmation Agreement

NOTE: A COPY OF THIS CONFIRMATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORISED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE ESCROW AGREEMENT.

Agreement between:

- (1) ABBOTT INFORMATICS CORPORATION whose principal place of business is at 4000 Hollywood Blvd, Suite 333-S, Hollywood, FL 33021, USA ("Owner");
- (2) NCC GROUP ESCROW LIMITED a company registered in England whose registered office is at Manchester Technology Centre, Oxford Road, Manchester, M1 7EF, England (CRN: 3081952) ("NCC Group"); and
- (3) Licensee's Name:
 whose registered office is at

 (Company Registration Number:.....) ("Licensee");

Agreement:

- 1 This confirmation agreement ("Confirmation Agreement") is supplemental and pursuant to and consistent with the terms and conditions of escrow agreement number 63457 dated 20th August 2015 ("Escrow Agreement") between Abbott Informatics Europe Limited and NCC Group Escrow Limited, as amended by the Novation Agreement dated 30th November 2015 between Abbott Informatics Europe Limited, Abbott Informatics Corporation and NCC Group Escrow Limited.
- 2 This Confirmation Agreement and the Escrow Agreement together shall form a binding agreement between the Owner, NCC Group and the Licensee in accordance with the terms of the Escrow Agreement.
- 3 The Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and agrees to be bound by the terms and conditions of the Escrow Agreement as though Licensee were a party to the Escrow Agreement and named therein as a Licensee.
- 4 This Confirmation Agreement shall take effect when NCC Group has:
 - (i) received written approval from the Owner of the Licensee's application to join the Escrow Agreement;
 - (ii) acknowledged in writing to the Licensee that it has received a copy of this Confirmation Agreement completed and duly executed; and
 - (iii) registered the Licensee as a party to the Escrow Agreement.

Signed for and on behalf of {Licenseename}

Name:
 Position: (Authorised Signatory)
 Date:

Signed for and on behalf of NCC GROUP ESCROW LIMITED

Name:
 Position: (Authorised Signatory)
 Date: