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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 15, 2009

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

From: George M. Burgess
County Manager

Agenda Item No. 14(A)(3)

Subject: Recommendation for Approval to Award Contract No. RFP 651: Ground Transportation System

Resolution No. R-1099-09

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to TransCore, LP to provide the Seaport Department with a turn-key solution for toll and fee collection services for all vehicles entering and exiting the Port of Miami.

CONTRACT NO:	RFP 651
CONTRACT TITLE:	Ground Transportation System
DESCRIPTION:	Purchase of a fully automated turn-key Ground Transportation System for the Port of Miami.
TERM:	Three years with 15, one year options-to-renew.
APPROVAL TO ADVERTISE:	January 22, 2009
CONTRACT AMOUNT:	$1,134,000 for the initial three year term If the County exercises the 15, one year options-to-renew, the total contract value will be $2,561,000. All options-to-renew are fixed and firm at a 4% increase each year for hardware and software maintenance support services.

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation Request	Funding Source
Seaport	$1,134,000	Proprietary Revenue

METHOD OF AWARD: Awarded to the recommended responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal
TransCore LP (Non local vendor)	8158 Adams Drive Liberty Centre Blvd. Suite 200 Hummelstown, PA 17036	Tim Schock

PERFORMANCE DATA:	There are no performance issues with the recommended firm.
COMPLIANCE DATA:	There are no compliance issues with the recommended firm.
VENDOR(S) NOT RECOMMENDED FOR AWARD:	Not Applicable
CONTRACT MEASURES:	The Review Committee of July 23, 2008, recommended a Small Business Enterprise Selection Factor for this solicitation.
LIVING WAGE:	The Living Wage Ordinance does not apply.
USER ACCESS PROGRAM:	The User Access Program provision is included. The 2% program discount will be collected.
LOCAL PREFERENCE:	Applied in accordance with applicable ordinance, but did not affect the outcome.
PROJECT MANAGERS:	Elliot Luskin, Seaport Department Louis Noriega, Seaport Department Adil Khan, Department of Procurement Management
ESTIMATED CONTRACT COMMENCEMENT DATE:	Upon approval by the Board and expiration of the Mayoral veto period.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

JUSTIFICATION

The Department of Procurement Management issued Request for Proposals (RFP) No. 651 on January 23, 2009. A total of 2,828 vendors were notified of this business opportunity and 149 vendors downloaded the RFP documents from the website. The due date for the proposals was March 11, 2009, which allowed the vendors in excess of six weeks to review the requirements and submit their proposals. A pre-proposal conference and site visit was held for potential proposers on February 3, 2009. Fourteen vendors attended this event at the Seaport. The County received one proposal in response to RFP 651. The Selection Committee thoroughly evaluated the proposal and held detailed technical discussions on various components of the proposed solution. The proposer (TransCore) and its partnering firm (GateKeeper) were interviewed by the Selection Committee at length. The Selection

Committee toured the site with the vendor during the evaluation process to fully understand how the proposed solution will work. Upon complete satisfaction that the proposer has the right qualifications in the form of experience and expertise for successfully managing projects of similar scope and size, the Selection Committee unanimously recommended that TransCore LP is a viable candidate for this contract award.

It is recommended that the Board of County Commissioners approve award of Request for Proposals No. 651 to TransCore, LP to provide a comprehensive and fully automated turn-key Ground Transportation System (GTS) for the Port of Miami (POM). The proposed GTS Solution will monitor all commercial traffic entering and exiting the POM via an Automatic Vehicle Identification System utilizing Radio Frequency Identification technology. The primary detection equipment used by GTS will be installed over the existing sign structures on the eastern end of the bridge which spans the four inbound lanes entering the POM. GTS will automatically identify the registered vehicles approaching the access points and simultaneously authenticate vehicles through a wireless connection. Vehicles will be automatically charged with the applicable fees based on the type of vehicle and/or number of passengers. Currently, the applicable fees are collected manually. The manual process does not identify and track vehicles that enter or leave POM. The manual collection of applicable fees lacks reliable audit controls and results in loss of revenue. The GTS will not result in generating new revenue but ensure optimal collection of all existing fees from vehicles that enter the POM.

Staff negotiated substantial price reduction from the sole Proposer's offer. TransCore will provide a complete "turn-key" system, providing all hardware (field and computer room), software (operating system and application), implementation, integration, training, and maintenance support services throughout the term of the contract. Staff negotiated a cost reduction of $795,000 for the initial three year term of the contract, and an additional $464,000 for all optional years to renew. The overall cost reduction between the original proposal price and the final negotiated pricing for the entire contract term is $1,259,445. During the fifteen, one year options-to-renew, the maintenance and support costs for the GTS hardware and software maintenance support services are fixed and firm. It is anticipated that the initial software and hardware costs will be recovered in 18 months after the implementation of GTS. The contract also contains provisions allowing other County departments, with similar scope requirements, to acquire ground transportation and electronic toll collection services. This flexibility will provide uniformity and streamlined operations throughout the County. Subsequent projects issued against this contract will be subject to Board of County Commissioners approval.

BACKGROUND

Currently, ground transportation activity at Seaport is captured on an "honor system" basis via a handwritten form. Form (S1) is filled out by the vehicle operator and is then verified by Seaport staff. Often, the forms are difficult to read and the information is inaccurate. This impairs the billing and collection of revenue. The "honor system" lacks controls and leads to fraud such as; falsified S1 forms and by-passing of collection booths. When the Aviation Department implemented a similar Ground Transportation System as being proposed, revenues more than doubled as compared to the 12 months prior to the implementation of the new system. The new GTS will capture vehicle information as the vehicles enter Seaport, conduct vehicle verification, and update data in real time. GTS will provide custom reports to analyze activities such as; traffic patterns and counts, turnaround time analysis, forecasting, and other operational and management needs. The GTS has a license plate recognition feature that will help enhance security at the Seaport. GTS will complement Consumer Services Department in regulating ground transportation vehicles at the Seaport. It will result in operating cost reductions and accurate reporting of vehicle activities at the Seaport by reducing toll collectors, crossing guards, manual review and research of S1 forms, manual data entry of S1 forms, and curtail

collections efforts. In addition, the new GTS interface with Seaport billing system will expedite funds' collection, add appropriate controls in the accounting functions, and provide ability to share data with MIA. All of these changes translate into significant performance improvements in Seaport operations and increased cost savings. The Audit and Management Services has previously recommended the implementation of an automated ground transportation for the Seaport.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 15, 2009

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

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

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

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

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(3)
9-15-09

RESOLUTION NO. **R-1099-09**

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TRANSCORE LP IN THE AMOUNT OF $1,134,000 TO OBTAIN AN AUTOMATED GROUND TRANSPORTATION SYSTEM FOR THE PORT OF MIAMI, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE RENEWAL TERMINATION AND EXTENSION RIGHTS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the selection of TransCore LP, in substantially the form attached hereto and made a part hereof, in the amount of $1,134,000 for automated ground transportation system for the Port of Miami, authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and renewal termination and extension rights contained therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

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The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of September, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jess M. McCarty

201867

Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Adil Khan
Sr. Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Selection Committee for RFP No. RFP651: Ground Transporation System

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The Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following guidelines published in the solicitation as summarized below.

Committee meeting dates:

March 13, 2009:	Selection Committee Kick-off Meeting
March 20, 2008:	Selection Committee Meeting
April 3, 2009:	Oral presentation
April 3, 2009:	Selection Committee finalized scores and made recommendations

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise selection factor for this solicitation. The Selection Factor did not impact the outcome.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson with the Selection Committee and the County Attorney. The proposer met the requirements.

Summary of scores:
Only one proposal was received in response to the RFP. The Selection Committee had extensive discussions about the technical and price proposal in its first meeting. The Selection Committee decided to hold an oral presentation with the Proposer before scoring the proposal. During the oral presentation, the Proposer provided a demo of the proposed solution and answered all questions posed by the Selection Committee.

The final scores are as follows:

Post-Oral Presentations

Proposer	***Technical Score*** *(max.1320)*	***Price Score*** *(max.180)*	***Total Combined Score*** *(max. 1500)*	***Price/Cost Submitted***
1. TransCore LP	970	45	1015	$1,802,236.55

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome as there was only one proposal received in response to the subject RFP.

Negotiations:
The Selection Committee recommends that the County enter into negotiations with TransCore LP. The following individuals will participate in the negotiations:

Adil Khan,	Senior Procurement Contracting Officer, DPM
Gyselle Saner,	Chief, Seaport Department
Louis Noriega,	Chief, Seaport Department
Hugo Hernandez,	Manager, Seaport Department

Justification for Recommendation: Please see the attached Consensus Statement from the Selection Committee.

Copies of the score sheets are attached for each Selection Committee member, as well as the composite score sheet.

Approved

_____ _____
George M. Burgess Date
County Manager

Not Approved

_____ _____
George M. Burgess Date
County Manager

SELECTION COMMITTEE CONSENSUS STATEMENT

After reviewing the technical / price proposal, interviewing the proposer, and discussing the merits of the proposal, the Selection Committee of RFP651: Ground Transportation System unanimously agrees that TransCore has the capabilities to provide the required Ground Transportation System. The Selection Committee recommends that the County enter into negotiations with TransCore based on their proposed solution and clarifications made during the oral presentation.
After extensive discussions and clarifications by the Proposer during the interview, the Selection Committee agrees that the proposed solution meets the requirements of the Solicitation and satisfies the needs of the County to effectively establish a Ground Transportation System for the Seaport Department. The Selection Committee recommends that the Negotiation team clearly outline the Scope of Services during the negotiations, based on today's clarifications and negotiate the price down with the Vendor.

Proposers:

1. TransCore LP.

Voting Members:

Carlos Garcia (MDAD)	Signature:	Date: 4/3/09
Lawanda-Wright Robinson (SBD)	Signature:	Date: 4/3/09
Alfred Lurigados (MDX)	Signature:	Date: 4/3/09
Louis Noriega (Seaport)	Signature:	Date: 4/3/09
Hugo Hernandez (Seaport)	Signature:	Date: 040309
Teresa Fuentes-Smart (PWD)	Signature:	Date: 4/3/09

Selection Committee Chair Person:

Name: Adil Khan (DPM) Signature: Date: 4/3/09

Project No:	RFP651

Ground Transportation System for Seaport
Evaluation of Proposals
Composite Scores (Final)

CRITERIA	Max Points	PROPOSER Transcore LP
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	45.50
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	207.00
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	68.00
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	46.50
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	25.00
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	26.00
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	67.00
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	46.00
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	46.00
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	25.00
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	78.00
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.5 – 6.9 of this solicitation	15	69.00
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	144.00
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	77.00
TOTAL TECHNICAL SCORE	1320	970
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	180	45
TOTAL SCORE	1500	1015
RANKING:		Top Ranked

Chairperson: ADIL KHAN - 4/6/09 Signature:

Reviewed By: Melissa Blames 4/6/09 Signature:

Local Preference: Is highest ranked local? Y / N	No.
Is firm within 5% local? Y / N	N/A
Is any firm within 5% of the highest ranked? Y / N	No.
Top Ranked Proposer	TransCore LP

8	8	6.5	9	6	8	
40	40	36	36	19	36	
11	15	12	13	7	10	
8	10	6.5	9	6	7	
4	5	4	5	3	4	
5	5	4	5	3	4	
12	12	13	13	7	10	
8	8	8	9	6	7	
8	8	8	9	6	7	
5	4	5	5	3	3	
26	15	24	2	0	11	
13	15	12	13	7	9	
28	30	28	25	8	25	
14	15	15	13	7	13	
190	190	182	166	88	154	
15	5	15	3	0	7	
205	195	197	169	88	161	1015

Alfred Lunigados, P.E.
Miami-Dade Expressway Authority
4-3-09

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	8
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	40
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	11
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	8
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	4
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	5
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	12
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	8
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	8
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	5
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	26
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	13
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	28
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	14
TOTAL TECHNICAL SCORE	220	190

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	15
TOTAL SCORE *(Technical + Price)*	250	205

Voting Member Name: Alfred Lurigados, P.E. ; Miami-Dade Expressway Authority , MDX.

Signature: [illegible] Date: 4/3/09

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	8
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	40
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	15
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	10
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	5
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	5
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	12
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	8
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	8
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	4
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	15
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	15
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	30
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	15
TOTAL TECHNICAL SCORE	220	190

15

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	5
TOTAL SCORE *(Technical + Price)*	250	195

Voting Member Name: Hugo Hernandez

Signature:

Date: 040309.

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	6.5
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	36
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	12
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	6.5
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	4
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	4
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	13
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	8
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	8
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	5
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	24
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	12
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	28
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	15
TOTAL TECHNICAL SCORE	220	182

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	15
TOTAL SCORE *(Technical + Price)*	250	197

Voting Member Name: Lawanda Wright-Robinson

Signature: LRobinson **Date:** 4/3/2009

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	9
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	36
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	13
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	9
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	5
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	5
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	13
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	9
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	9
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	5
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	2
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	13
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	25
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	13
TOTAL TECHNICAL SCORE	220	166

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	3
TOTAL SCORE *(Technical + Price)*	250	169

Voting Member Name: Louis Noriega

Signature: [signature] **Date:** 4-3-09

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	6
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	19
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	7
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	6
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	3
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	3
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	7
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	6
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	6
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	3
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	0
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	7
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	8
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	7
TOTAL TECHNICAL SCORE	220	88

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Teresa Fuentes Smart Page 1 of 2 TMK 4/3/09

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	0
TOTAL SCORE *(Technical + Price)*	250	88

Voting Member Name: Teresa Fuentes Smart

Signature: [signature] **Date:** 4/3/09

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 [signature] 4/3/09

Project No. RFP651
Title: Ground Transportation System
INDIVIDUAL SCORES

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CRITERIA	Max Points	PROPOSER Transcore
1. Proposed Features of the system as described in section 2.4 of this solicitation	10	8
2. Proposed System Functionalities as described in section 2.5 of this solicitation	45	36
3. Proposed Software Upgrades as described in section 2.6 of this solicitation	15	10
4. Proposed Hardware and Infrastructure as described in section 2.7 of this solicitation	10	7
5. Proposed Construction and Installation as described in section 2.8 of this solicitation	5	4
6. Proposed Power Requirements as described in section 2.9 of this solicitation	5	4
7. Proposed Testing and Acceptance as described in section 2.10 of this solicitation	15	10
8. Proposed Maintenance and Support as described in section 2.11 of this solicitation	10	7
9. Proposed Training and Documentation described in section 2.12 of this solicitation	10	7
10. Proposed Post Deployment Audit Functionalities as described in section 2.13 of this solicitation	5	3
11. Proposed API Development to meet the requirements as described in section 2.15 of this solicitation	30	11
12. Proposed Reporting, Data Import/Export and Decal Specifications to meet the requirements as described in sections 6.6 – 6.9 of this solicitation	15	9
13. Proposer's experience and past performance in providing the types of services requested in this Solicitation (Section 3.2.6)	30	25
14. Experience and qualifications of individuals, including subcontractors, that will be assigned to this project (Section 3.2.7)	15	13
TOTAL TECHNICAL SCORE	220	154

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154 Total tech

CRITERIA	Max Points	PROPOSER Transcore
Price: Price will be evaluated based on overall best value to the County, taking into consideration overall standard components and system functionality.	30	7
TOTAL SCORE *(Technical + Price)*	250	61

161 total

Voting Member Name: Carlos J. Garcia

Signature: Carlos J. Garcia Date: 4/3/09

Project No.	RFP651	
All Scores (Final) Post Oral Presentation		
		PROPOSER/s
Voting Member / Criteria	Score	Transcore LP
Criteria		Alfred Lurigados
No. 1	10	8.00
No. 2	45	40.00
No. 3	15	11.00
No. 4	10	8.00
No. 5	5	4.00
No. 6	5	5.00
No. 7	15	12.00
No. 8	10	8.00
No. 9	10	8.00
No. 10	5	5.00
No. 11	30	26.00
No. 12	15	13.00
No. 13	30	28.00
No. 14	15	14.00
Total Technical	**220**	**190.00**
Pricing	30	15.00
Total	**250**	**205.00**
Criteria		Hugo Hernandez
No. 1	10	8.00
No. 2	45	40.00
No. 3	15	15.00
No. 4	10	10.00
No. 5	5	5.00
No. 6	5	5.00
No. 7	15	12.00
No. 8	10	8.00
No. 9	10	8.00
No. 10	5	4.00
No. 11	30	15.00
No. 12	15	15.00
No. 13	30	30.00
No. 14	15	15.00
Total Technical	**220**	**190.00**
Pricing	30	5.00
Total	**250**	**195.00**
Criteria		Lawand Wright-Robinson
No. 1	10	6.50
No. 2	45	36.00
No. 3	15	12.00
No. 4	10	6.50
No. 5	5	4.00
No. 6	5	4.00
No. 7	15	13.00
No. 8	10	8.00
No. 9	10	8.00

Project No.	RFP651	
All Scores (Final) Post Oral Presentation		
		PROPOSER/s
Voting Member / Criteria	Score	Transcore LP
No. 10	5	5.00
No. 11	30	24.00
No. 12	15	12.00
No. 13	30	28.00
No. 14	15	15.00
Total Technical	**220**	**182.00**
Pricing	30	15.00
Total	**250**	**197.00**
Criteria		Loius Noriega
No. 1	10	9.00
No. 2	45	36.00
No. 3	15	13.00
No. 4	10	9.00
No. 5	5	5.00
No. 6	5	5.00
No. 7	15	13.00
No. 8	10	9.00
No. 9	10	9.00
No. 10	5	5.00
No. 11	30	2.00
No. 12	15	13.00
No. 13	30	25.00
No. 14	15	13.00
Total Technical	**220**	**166.00**
Pricing	30	3.00
Total	**250**	**169.00**
Criteria		Teresa Fuentes-Smart
No. 1	10	6.00
No. 2	45	19.00
No. 3	15	7.00
No. 4	10	6.00
No. 5	5	3.00
No. 6	5	3.00
No. 7	15	7.00
No. 8	10	6.00
No. 9	10	6.00
No. 10	5	3.00
No. 11	30	0.00
No. 12	15	7.00
No. 13	30	8.00
No. 14	15	7.00
Total Technical	**220**	**88.00**
Pricing	30	0.00
Total	**250**	**88.00**

Project No.	RFP651	
All Scores (Final) Post Oral Presentation		
		PROPOSER/s
Voting Member / Criteria	Score	Transcore LP
Criteria		Carlos Garcia
No. 1	10	8.00
No. 2	45	36.00
No. 3	15	10.00
No. 4	10	7.00
No. 5	5	4.00
No. 6	5	4.00
No. 7	15	10.00
No. 8	10	7.00
No. 9	10	7.00
No. 10	5	3.00
No. 11	30	11.00
No. 12	15	9.00
No. 13	30	25.00
No. 14	15	13.00
Total Technical	**220**	**154.00**
Pricing	30	7.00
Total	**250**	**161.00**
Total Price	180	45.00
Total Technical	1320	970.00
Cumulative Total		1015.00
SBE		0.00
Grand Total (including SBE)	1500	**1015.00**
Overall Rank:		**Best Score**
Price Rank:		***Best Price***
Technical Rank:		***Best Technical***

ATTENDANCE SHEET

PROJECT NO: RFP651

TITLE: Ground Transportation System

PURPOSE: Oral Presentation

DATE: 20-Mar-09 Location: Port of Miami office

back to master

NAME / TITLE	COMPANY	SIGNATURE	PHONE	E-MAIL
Adil Khan Sr. PCO	Miami-Dade County	[signature]	305-375-1436	aak@miamidade.gov
✓ FORREST SWONSEN	TRANSCORE	[signature]	972-342-1431	FORREST.SWONSEN@TRANSCORE.com
✓ Lynn Richardson	GateKeeper Syst.	[signature]	651 365-0700	ldo@gksys.com
✓ Paul McKeever	TransCore	[signature]	972 342 1460	Paul.McKeever@Transcore.com
✓ JASON STEWART	TRANS CORE	[signature]	407 382-1301	jason.stewart@transcore.com
✓ MILES TRESCHAN	TRANS CORE	[signature]	407-382-1301	Miles.Treschan@TransCore.com
✓ SCOTT BROSI	TRANSCORE	[signature]	972 567 1693	SCOTT.BROSI@TRANSCORE.COM
CARLOS J. GARCIA	MDAD-Info Syst	[signature]	305-876-0878	CSARCIA@miami-airport.com
Elliott Luskin	Seaport	[signature]	305 347-4978	eml@miamidade.gov
ALFRED LURIGADOS	MDX	[signature]	305 637-3277	alurigados@mdxway.com
Lawanda Robinson	SBD	[signature]	305 375-3186	wlawand@miamidade.gov
Teresa Fuentes Smart	PWD	[signature]	3/375-2085	tmf@miamidade.gov
Hugo Hernandez	POM	[signature]	347 4809	hugoh
Jose Blanco	POM	[signature]	347-4846	jblanco@miamidade.gov
Gyselle Saner	P.O.M.	[signature]	347-4833	gmf@miamidade.gov
[signature]	POM	[signature]	347-4921	LAN@MIAMIDADE.GOV

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April 3, 09. RFP651 orals

Transcore Response

Statements of Understanding:

If the solution from TransCore is accepted, a workable general concept could be:

Yes 1- Gatekeeper (Without MS-Dynamics) could be used by the Port basically to:
- Register Vehicle information (This functionality is not automated yet at the Port)
- Register trip information
- Maintain the Hot-List
- Provide reports/statistics on all of the above

Yes 2- Gatekeeper provides statistics on all of the above.

yes 3- The Port will "pass" to Gatekeeper the company information (CoNum-CoName-Status) every time the status change (First-Inserted being considered as a change of status)

Yes 4- The Port should also be able to add/delete records to/from the Hot List (Company or Vehicles)

yes 5- The Port will solve the Permit, insurance, bond validation at its side.

Yes 6- The Port will solve the calculation of the applicable charges (tariffs) at its side.

Yes 7- The Port will solve the debiting of the prepaid accounts at its side.

Yes 8- The Port will solve the account replenishment (And the link to MD-Payment Engine) at its side.

9- The Port will ensure that

Yes 10- TransCore will provide the Port with a way to access trip-information (AT LEAST: CoNum-VehicleID-VehicleType-InboundDateAndTime-OutboundDateAndTime) - Data Dictionary

Yes. 11- The system is perfectly scalable. If for example, the tunnel finally happens, and the Port decides to add inbound/outbound readers to the system, that would be only an issue of acquiring new equipment and doing the necessary configuration modifications to the existing system.

Yes 12- Not all upgrades are required. Upgrade to version 10.0 can be applied to version 5.0

yes 13- For auditing purposes, video recordings could be used ~~in litigations~~ to handle disputes. linked to the time stamps on event.

yes 14- Gatekeeper has both archiving and purging capabilities.

Yes 15- In the basic proposal the "discharge station" for taxi cabs is included.

yes 16- The outbound antenna would provide information about "round-trips" and "duration-of-stay". It would also work as redundant for the inbound antenna. The outbound antenna might require an extension to the existing outbound structure. FDOT would have to be involved but TransCore have done that before.

Yes 17- For the transponder registration there are two plausible ways:
1- Require that all vehicles provide a readable transponder ID upon registration
2- Arrange with government authorities to "buy/reserve" a set of transponders to assign one of those to vehicles that come to register without an existing transponder

Yes. 18- The "suspension" could be used for permitting, insurance, bond, depleted-accounts, or other classes of temporary-violations. - Notifications are done through Hot List only.

Yes. 19- The "hot-list" (Which provides the notification services) should be used for cases when policing will be used. The e-mail is configurable so maybe some elements in the <subject> could be used to then trigger different actions at the Port's side (A very primitive API) It could also be linked in the future to our LENEL Access Control System to generate alarms at the Command Center.

Contract No. RFP651

(Ground Transportation System)

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between TransCore LP., a corporation organized and existing under the laws of the State of Pennsylvania, having its principal office at 8158 Adams Drive, Liberty Centre Blvd. 200 Hummelstown, PA 17036 (hereinafter referred to as the "Contractor"), and 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"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Ground Transportation System (GTS) and services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 651 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 5, 2009, 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 Ground Transportation System and services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 651and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.

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

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

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

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

h) The words "Change Order" or "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.

i) The words "Project Manager" to mean the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

n) The words "Reference Proposal" and "TransCore Proposal" to mean TransCore LP proposal dated March 5, 2009 submitted in response to RFP651.

o) The word "GTS" to mean Ground Transportation System as defined in the Scope of services (Appendix A)

p) The words "POM", "Seaport" and "Port of Miami" to mean Miami-Dade County Seaport

Department.

q) The word "System" or "system" to mean GTS

r) The word "Party" to mean either the Contractor or Miami-Dade County.

s) The word "County" to mean Miami-Dade County.

t) The words "Proposal" and "Contractor's Proposal" to mean TransCore's proposal dated March 5, 2009, submitted in response to RFP651.

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) Price Schedule (Appendix B), 4) TransCore Proposal, 5) Equipment List (Appendix C), and 6) Miami-Dade County's RFP No. 651 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

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

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

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

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

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

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

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date this Contract is executed by the County and shall be for the duration of Three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for fifteen (15) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be 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. 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
Attention: Elliot Luskin
1015 N. America Way, Miami, FL 33132
Phone: 305 -347-4978
Fax: 305-347-4917
Email: eml@miamidade.gov

and,
b) to the Contract Manager:

Miami-Dade County

Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Adil Khan
Phone: (305) 375-1436
Fax: (305) 375-5688

(2) To the Contractor

TransCore LP
5858 South Semoran Blvd.
Orlando, FL 32822
Attention: Jason Stewart
Phone: (407) 382-1301
Fax: (407) 382-8914
E-mail: Jason.stewart@transcore.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of One Million, One Hundred Thirty Three Thousand, Two Hundred and One Dollars ($1,133,201). The County shall have no obligation to, pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. The payments will be made according to Appendix B.

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

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly

attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County 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 Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Port of Miami
1015 North America Way, 2nd Floor, Suite 200
Miami, Florida 33132

Attention: Ada Benitez

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 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 vendor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 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 $500,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

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

Compliance with the foregoing requirements shall not relieve the Proposer of his liability and obligation under this section or under any other section of this agreement.

Certificates of Insurance will indicate that no cancellation or non-renewal shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and

conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. 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 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

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

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be

made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

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

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. 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 17. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. 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 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any

subcontractor hereunder as more fully described herein.

ARTICLE 21. 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 22. 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 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

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

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

iii. cancel orders;

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

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

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

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

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

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

ARTICLE 24. EVENT OF DEFAULT

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

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

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's

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

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

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

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

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

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

ARTICLE 26. 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) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

b) 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 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

b) The Contractor shall be liable and responsible for any and all claims made against the

County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or

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

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

ARTICLE 29. PROPRIETARY INFORMATION

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

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. 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 of the performance of Services under this Agreement. The Contractor

shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

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

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

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code)

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

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

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

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

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

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

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

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

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

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

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

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

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

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

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. 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 herein, apply to the

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. 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 because of 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 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.

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 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

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

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

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

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

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

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

ARTICLE 36. 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 37. USE BY OTHER COUNTY DEPARTMENTS

During the term of this contract and any option years thereafter, any other Miami-Dade County Department (such as, but not limited to, Miami-Dade Aviation Authority and Miami-Dade Public Works Department) can use this contract to acquire new or upgrade existing Ground Transportation, Revenue or Toll Collection System services and or equipment, as described herein, from the Contractor. Development of such Ground Transportation, Revenue or Toll Collection Systems at other County Departments will follow the same terms and conditions as specified herein except for the Technical, Cost, equipment and location specific details which will be mutually developed and approved by the Contractor and the County in a new Statement of Work. Use of this contract by other County departments will require prior formal approval from the appropriate County authorities through the Department of Procurement Management.

ARTICLE 38. 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 39. GOVERNING LAW

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

ARTICLE 40. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

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

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

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

placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

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 42. LIQUIDATED DAMAGES

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

1. In the event the Contractor does not successfully complete satisfactory delivery of documentation and the installation of software, as set forth in this contract, by the time frame set forth in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to $1000.00 per day pursuant to the implementation schedule are successfully completed. Assessed liquidated damages shall not exceed 2% of the maximum contract value as stated in Article 7

2. In the event Contractor fails to furnish acceptable Deliverables by the time frames set forth in the Implementation Schedule of the Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to $1000.00 for each day until the County accepts the Deliverable. Assessed liquidated damages shall not exceed 2% of the maximum contract value as stated in Article 7

3. In the event testing of each module, training of the test group, and testing is not completed by the timeframe set forth in this contract and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to $1000.00 per day for each day until testing of each module, training of the test group, data conversion and testing is successfully completed. . Assessed liquidated damages shall not exceed 2% of the maximum contract value as stated in Article 7

4. In the event satisfactory completion of system customization, testing and training is not completed by the timeframe set forth in this contract and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to $1000.00 per day for each day until satisfactory completion of system customization, testing and training is successfully completed. Assessed liquidated damages shall not exceed 2% of the maximum contract value as stated in Article 7.

5. In the event any Software (module) fails to successfully complete System Acceptance Testing, software customization is not completed and in the event complete documentation and installation services are not completed and

provided to the County by the timeframe set forth in this contract, and in the Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to $1000.00 per day for each day until all software (module) successfully completes System Acceptance Testing, software customization is completed and complete documentation and installation services are successfully completed Assessed liquidated damages shall not exceed 2% of the maximum contract value as stated in Article 7

ARTICLE 43. WARRANTY

1. Hardware Warranty

TransCore will provide hardware warranty for all equipment furnished and installed under this contract. The hardware warranty period will extend for a full one year period and start upon final acceptance of each respective segments. TransCore will take advantage of all manufacturers' warranties, which are typically one year. TransCore understands that any failure of a manufacturer to honor its warranty will not relieve TransCore of its warranty responsibility to POM. Warranty includes depot level support to repair and or replace failed hardware. For servers, TransCore will purchase a 3 year, onsite service contract for each server from the server manufacturer. The server(s), internal server components, and disk storage will have 3-year, 24x7 warranties. The Ethernet switch will have a 3-year, 24x7 warranty which will convert to lifetime, next business day unless continuation of warranty uplift is desired by the POM. The UPS will be covered by a 3-year, 24x7 warranty except that, after one year, the batteries will be replaced only if the HP Power Management software determines battery failure is imminent (this is called pre-failure warranty). If the equipment is installed in an HP cabinet, all remaining equipment (KVM switch, monitor, etc.) will be covered by the same warranty as the server(s). The Microsoft software is provided as is, while the Backup Exec software is provided with 3-year Essential support including the right to new versions. Software Assurance for Windows server products is recommended and will be provided at additional cost. All labor provided by SeekFirst is warranted against installation and/or configuration errors for a period of one year.

2. Software Warranty

TransCore will provide warranty support for the GateKeeper software system for one full year following the System Acceptance by the POM. The warranty includes code updates, revisions of GateKeeper, and third-party software modules, as well as, bug fixes and updates. Third-party software used by the GTS system will be supported by TransCore. TransCore understands that any failure of a Third-party vendor to honor its warranty will not relieve TransCore of its warranty responsibility to the POM.

ARTICLE 44. EQUIPMENT

The Contractor will provide equipment listed in Appendix-C (Equipment List) as part of the GTS system. All freight charges associated with the delivery of equipment to the POM are included in the total cost (Article 7) of this agreement.

ARTICLE 45. 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 46. MODIFICATION/CHANGE ORDER PROCEDURES

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the contract price, project schedule, or both, and will reflect the adjustment through an Amendment to this contract. Neither Party is obligated to perform requested amendments unless both Parties execute a mutually agreed written Agreement.

ARTICLE 47. ESCROW AGREEMENT

The Contractor, after final System Acceptance, will deposit the source code for the installed and accepted Software into Contractor's master source code escrow account with Escrow Associates, LLC naming the County as a beneficiary thereto, provided the County is in good standing with this Agreement. Once the County is established as a beneficiary to the escrow account, deposits of source code associated with any future installed release updates that the County installs will be deposited into the same escrow account provided the County remains in good standing with license and support agreements for the applicable Software. Copy of the escrow agreement will be provided to the County at the time of contract execution by the Contractor. The Escrow Agreement will become part of this contract as Appendix D.

The deposited source code will be released to the named beneficiary only in the event the Contractor becomes bankrupt, or ceases to offer support of the applicable Software application unless support is continued by an assignee of the Contractor. In the event the source code is released to the County, the County shall agree to use the code exclusively for internal purposes.

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

Contractor	Miami-Dade County
By: _____	By: _____
Name: Tim Schock	Name: _____
Title: Vice President	Title: _____
Date: 7-31-09	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
William C. King Notary Public, Fulton County, Georgia My Commission Expires March 30, 2010	
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

SCOPE OF SERVICES

1. INTRODUCTION

The Contractor will design and develop a comprehensive and fully automated turn-key Ground Transportation System (GTS) for the Port of Miami (POM) to satisfy all functional requirements of this agreement. The GTS will monitor traffic, correctly identify and authenticate all commercial traffic entering the POM cruise areas via an Automatic Vehicle Identification (AVI) System. The primary detection equipment will be installed over the existing sign structures on the eastern end of the bridge which spans the four inbound lanes entering the POM. The detection equipment will track all commercial vehicles entering and leaving the POM and consequently charge the vehicles with the applicable fees.

The Contractor will provide a complete system including hardware, software, installation, System implementation, testing, training, and maintenance and support services. The technical specifications of the GTS system will be developed and documented by the Contractor and the POM prior to the start of any work during the Technical specifications development. The roles and responsibilities of the Contractor and POM will be clearly defined and documented during this phase. The Technical specifications development will commence upon the issuance of approval to proceed by the POM Project Manager. The schedule for technical specifications development may be adjusted with mutual agreement between the two parties and approval from the POM. All work orders under this agreement will require written approval from the POM Project Manager based on the POM approved technical specifications for the GTS project. The Contractor will provide all equipment detailed in Appendix-C of this agreement as part of the GTS.

This Scope of Services Document has been developed as a result of discussions between POM and TransCore to refine and improve the overall functionality of the system and project approach. Information included has been developed with more detailed and complete information regarding the system objectives and the best approach to meeting those objectives. In some cases the information in this Scope of Services is intended to modify or change language submitted in the TransCore proposal.

a) Technical Specifications Development:
Upon the approval to proceed, the Contractor will start working closely with the POM Project Manager to analyze POM processes, systems, requirements, and infrastructure in order to understand the details of POM operations and develop technical specifications for this project.

b) Technical Specifications:
At the completion of the Technical specifications development, the Contractor will produce system design, process outline, and technical specifications of the System and present it to the POM for review and approval. The technical specifications for all "touchpoints" between the POM application and the CVM software will include modifications to existing software architecture, documentation, and all associated POM GTS details as described herein. Written approval from the POM Project Manager will be required for all technical specifications, plans, and statement of work developed by the Contractor before the start of any task.

2. SYSTEM DETAILS

The GTS system will be developed using the following high level requirements which may be adjusted with mutual agreement of both parties during the Technical Specification Development phase, and later phases of the project. Additional details of equipment and services on each category are incorporated in this scope of services through the TransCore Proposal and discussions between POM and TransCore to refine and improve the overall functionality of the system and project approach.

2.1 SOFTWARE

1) The primary software for the GTS system will be the latest released version of the Commercial Vehicle Management (CVM) Software from "GateKeeper" Systems, Inc.. The Contractor will use the latest versions of all software.
2) All software will be "Windows based" (Software must run on a Windows Operating System).
3) The System will use Microsoft SQL Server 2005 relational database with full manufacturer-support.
4) The GTS will provide capability to run the software from a console. POM will be able to install GTS on as many workstations as needed without any restrictions, limitations, or additional charges.
5) The software will be compliant with all of Miami-Dade County's and POM Technology Standards. The Contractor will be able to review technology standards during the Technical specifications development.
6) The Contractor and its Sub-contractors will grant unlimited, unrestricted, enterprise-wide perpetual licenses for all proprietary software associated with the GTS system.

7) System Software Concept Overview

   Replaces Section 2.4.10.1, 2.4.11, and 2.4.13 of Proposal

   Companies will be created and updated by POM staff in the POM Permit system. These Company changes will be transmitted to the GTS as they occur via a web service. All vehicle and access ID information will be keyed directly into the GTS. The GTS will build trip data (by vehicle) and transmit it to the POM Permit Application within a few minutes of creation so that POM can charge for the trip in near real-time. The POM is responsible for calculating the appropriate charges and perform all billing/charge collection actions. POM may suspend/un-suspend accounts via the Account web service. When a suspended account/vehicle is detected at a reader, the GTS will send an email alert to POM for notification of POM personnel. A special taxi reader and gate will exist to verify that a taxi is leaving without passengers. When a read occurs at this reader, POM staff will view the taxi occupancy and, via a special user-interface, will note whether or not the vehicle has a load. If no load, the system will "credit" the vehicles trip. If a load is noted, no "credit" will be issued. (MODIFICATION TO PROPOSAL SECTION 2.4.1) When a commercial vehicle is detected at the entry reader, the system will determine the "status" of the vehicle and activate a "Valid or Invalid" signal light at the entry reader location.

   System Assumptions:

   - Standard CVM software/functionality is used with no modification other than those listed below.
   - SMTP Server exists for sending email.
   - If no company contact information is present in the software, email, notifications will not be sent.
   - The GTS does not require PCI compliance.
   - The POM Permit system contains a unique, non-changing, key value to identify Accounts.
   - No integration to the following POM Applications: (MODIFICATION TO PROPOSAL SECTION 6.0.1)
     - POM Permit System
     - Pre-Deposit Account Handler
     - MD-Payment Engine- Delete Reference in proposal section 2.4.7.1. to Repayment function and posting charges to accounts, sending un-paid charges to be invoiced, and creation of violation charges.
     - POM Billing System
     - POM Tariff Handling System- Delete Proposal Section 2.4.6.2

1. **GTS Account Web Service**: The POM Permit system will call the GTS Account web service with each Account insertion or change (including status changes). This interface will use the Account ID as the key between the two systems and will allow updating of the name, operator type, and suspension status/reason. (MODIFICATION TO PROPOSAL SECTION 2.4.3.1)
2. **Trip Notification**: The GTS will send "trip created" and "trip canceled" information to POM within two minutes of being created. The trip data will be packaged as XML and sent to POM via Microsoft Message Queuing. The message queue may exist on the GTS server or a server of POM's choosing (to which the GTS server has permission/communications to send messages). POM will remove the message from the queue after it has been successfully processed by POM. The exact data elements to be sent to POM will be determined during the technical specifications development; all elements that are part of the Account, Vehicle, Access ID, Trip record, and all Read Event records that make up the trip are available to be included.
3. **LPR Comparison**: On a scheduled basis, the GTS will compare LPR image results against the GTS database of vehicle license plates. The operation will select all LPR results that are of a configured confidence level (or greater) and perform a search for an exact license plate number match. When a match is found, a check will be performed to see if a trip record was created at the time of the image. If no trip record is found, an exception will be noted. (MODIFICATION TO PROPOSAL SECTION 2.4.1)
4. **LPR Results Review**: A user interface will be provided to allow POM to review all exceptions detected by the OCR Comparison. The user will be shown the image, LPR results, and vehicle data found in the GTS database. The user may then elect to create a manual trip record. Once created, this trip record will be sent to POM for charge processing. When a "Sensor Input" record exists for the matching date/time, it will be marked so that on the "Sensor Input" report it is obvious that the event has been processed (trip created). (MODIFICATION TO PROPOSAL SECTION 2.4.1)
5. **Denied Read Event Alerts**: The GT System will transmit all Denied Read Events to POM via email. All messages will include date/time, location/reader, account name, account id, contact name, contact phone number, contact email address, vehicle number, license plate, make, model, color, tag number, account suspension information, vehicle suspension information, and type of alert. These events will be emailed to a pre-configured list of email addresses. No events will include a picture of the vehicle.
6. **Image Purge**: LPR images will automatically be purged from the system based on date (age of image) using a system value which is configurable.
7. **Sensor Input Report**: When a vehicle is detected but a tag is not read, the AVI reader will issue a "Sensor Input" message that is logged in the database. A report exists to allow viewing "Sensor Input" messages. POM will manually review video footage against the "Sensor Input" data to determine if any vehicle images represent a potential violation (commercial vehicle with no tag). If so, the user may create a manual trip for that vehicle.
8. **GSI Account API**

   The API will be a web service with the following methods:

   a. Insert
   b. Update
   c. Delete
   d. HotListAdd
   e. HotListRemove
   f. SuspensionAdd
   g. SuspensionRemove

The input signatures for these methods will be created during Technical specifications development. However, these signatures will likely be similar to the following:

Insert
- Account ID
- Account Name
- Operator Type

Update
- Account ID
- Account Name
- Operator Type

Delete
- Account ID

Inactivate
- Account ID
- Reason (??)
- Date to be re-activated (??)

Activate
- Account ID

HotListAdd
- Account ID

HotListRemove
- Account ID

SuspensionAdd
- Account ID
- SuspensionReason
- EndDate

HotListRemove
- Account ID

9) Reader lights: The software will be configured to trigger the reader output to illuminate the appropriate light when a known transponder is detected. The states possible are "valid" and "not valid".

IDENTIFICATION & VALIDATION

Identification and validation of vehicles will take place as follows:

1) The transponder readings will meet all industry read-only standards.
   The primary transponder detecting equipment will be placed on the existing overhead sign structure and the redundant transponder detecting equipment will be placed on the inbound sign structure. The primary and redundant transponder detecting equipment will be provided by the Contractor to assure a fault tolerant environment.
2) The Passenger Commercial Vehicles (PCV) permitted to perform passenger commercial activities at the POM will be required to carry the appropriate transponder. The installation of transponders on all vehicles of the company's fleet (those accessing the POM), will be a requirement for Ground Transportation Companies (GTC). The company will be required to obtain an operating permit to perform passenger commercial activities at the POM.
   2b) The Automated Vehicle Identification (AVI) readers will feature multi protocol capabilities (Encompass 5, or higher) in order to detect different types of transponders. The system will be capable of reading the three transponder protocols (Allegro, SeGo and ATA) but not at one read point. The contractor will install equipment capable of reading two of the available protocols on the primary and redundant transponder detecting equipment locations identified in 1) above. The contractor will provide OCR cameras at the primary location only. The readers at the

primary and redundant main entrance structure will read the FDOT (Allegro and SeGo) protocols and the OCR cameras will capture a picture of the vehicle license plate.

3) Information of privately owned vehicles (vehicles not registered with the POM) carrying a transponder, will not be sent to POM Systems. Reference proposal response in Section 2.4.6.1.
4) The GTS will provide the capability for the POM to register all vehicle information under Company name.
5) The GTS will detect, identify, and transmit transaction information for all pre-registered vehicles.
6) As the new GTMS will have account status in its database, the system will via an installed red/green light—provide a "red" light which will indicate an account issue and a "green" light which will indicate a valid read. These indicator lights will face the same way as the traffic flow and will not be used to provide feedback of any kind to the drivers themselves.
7) The Contractor will assist in the procurement of all required government licenses on behalf of the POM for broadcasting to and from the featured transponders; however the POM will be ultimately responsible for obtain the FCC licenses as they will be the ultimate licensee. The broadcasting power shall never exceed the limits established by FCC, OSHA, or other federal or state authorities.

BACKUP & RETRIEVAL

The Contractor will establish a daily database backup process that outputs to file. POM can backup this file as part of their overall backup procedures. POM may also perform full backups of each server on a schedule of their choice.

SECURITY

The System security functions will be provided by the Commercial Vehicle Management software (CVM), which will be the core of the GTS system. The CVM software will require the use of a Login and password for each user created in the system. Password format can be configured including the number of characters, mix of alpha and numeric as well as expiration dates. This security function uses "roles" that are created in the software and each role will have a list of functions that users are allowed to access. Users with the proper permissions assigned will be able to create new roles, modify permissions assigned to each role, and assign each user to one or more roles.

REPORTING & EXPORTING

1. The GTS system will provide standard reports related to Company, Account, Vehicle, Transaction Reads, and Trips, which are available in the CVM software.

2. The system will keep a readable log of all actions performed through the account web service.

3. The system will provide a user-friendly report selection interface for the definition and customization of standard reports on demand or when scheduled, as well as, the use of available software commercial tools such as Crystal Reports and Cognos to develop new reports including graphical representations.

4. The system will provide capability for reports to export data to other application formats, such as Access, Excel, etc. An initial data import of Account information will be done from the POM Permit application. Replaces proposal response in Section 2.4.17.1 and 2.5

5. Changes in the GTS functionality will result in the need to modify the approach to producing several of the 10 custom reports requested in Section 6.6 of the RFP and the response contained in Section 2.4.17 of the proposal. In Particular, reports # 3, 5, 6, 8, 9, and 10 cannot be created by the GTS. In addition the functionality for printing expiration letters described in Section 2.4.17. 4 is deleted. No standard reports will be modified with font changes, logo, etc

PURGE CRITERIA

The System will provide the ability to archive/purge GTS data and store the data on a POM (archived) database.

SOFTWARE INTEGRATION

1) Company Handler:

The company details, vehicle and Access ID information will be registered through the Gatekeeper software. The Company Information will reside in POM Oracle database. The Company Information will be kept synchronized at all times between the POM database and the GTS.

POM and GTS synchronization of Company Information will be performed as follows:

a) The Contractor will perform an initial upload of Company information from the POM Company System into the GTS system.

b) After the initial upload, Company information residing in the GTS will only be inserted or modified via the web services developed for the GTS.

c) The POM will keep all Company Information synchronized with the GTS in real-time; every time a company is inserted or modified in the POM system, POM will call the GTS Account web service to update the information in the GTS database. The Contractor will define what data elements need to be updated at their side and the POM will provide those.

2) Vehicle Transaction Processing

The Contactor will provide POM with trip count records containing all necessary information to create a trip charge in the POM database.

3) COMMUNICATION

The Contractor will define how communication between GTS and the POM Systems will occur in:

- Company Handler
- Vehicle Transaction Processing
- Video Camera / CCTV Components

4) PROCESS WORKFLOW

Changes to the GTS functionality will require a revision to the Process Work Flow response in Section 2.4.25 of the proposal during the technical specifications development of the project.

2.3 HARDWARE

LANE READERS

The Contractor will install lane hardware including, but not limited to, readers, antennas and cameras on the existing overhead structure on the island side at the end of the access bridge to capture inbound traffic. The contractor will also install redundant readers on the existing sign structure prior to the overhead structure at the island side of the bridge including an FDOT-approved extension if required. This equipment will be attached to both of the existing structures on the island side, one structure covering three lanes which will act as the redundant reader location and the second being the main 4 lane structure that will act as the primary read point for the system.

Option for Airport ATA Tags:

As an optional read location for capturing Airport ATA tags, the Contractor will install hardware

including, but not limited to, readers and antennas on the existing overhead structure on the Biscayne side of the access bridge to capture outbound traffic including an FDOT-approved extension if needed. The extension will be based on the need to cover the lanes on the roadway in order to capture all exiting traffic and the structural integrity of the existing sign structure to handle any additional extension. Should an extension be required, it will be above and beyond the scope of work of this contract and will be handled on a change order basis.

The Contractor will install an extra reader at a POM specified area to allow the POM to reverse charges based on reader location.

The POM will perform all structural analysis of the existing POM and FDOT structures to determine if the addition of the lane hardware meets all POM and FDOT structural specifications. The POM will also coordinate with FDOT and determine if the extension can be attached. The POM will provide written approval for the contractor to modify and add extension and lane equipment to any and all structures.

For all structures supporting equipment non-related to the reading of airport tags, if the existing structure does not meet the required structural specifications that will allow for the installation of the required equipment the contractor can provide the structural modifications as needed to install said equipment, such modifications are not currently part of this scope of work. The POM will provide all the engineering work and documentation to apply for the FDOT permit(s) if needed.

HARDWARE DESCRIPTION AND FEATURES

The Contractor will provide the following hardware items as part of the baseline system:

- Eight (not including spares) multi-mode Encompass 5 readers capable of reading the following protocols: SunPass SEGO, SunPass Allegro tags. Four of these units will be used to cover the main inbound roadway. Three of these units will be used to cover the redundant location on the inbound roadway, and the remaining unit will be used to cover the Taxi Payment Lane.
- One Encomopass 5 reader will be provided as spare equipment.
- A single Universal Toll Antenna will be positioned over each lane where RFID reads are desired.
- Four PIPS Spike + P382 compact, rugged, fully integrated license plate recognition cameras incorporating the camera, illuminator, and the ALPR processor within a single sealed enclosure. These units will be mounted only on the main inbound structure.

AVI SYSTEM ARCHITECTURE

The Contractor will provide a comprehensive AVI System Architecture diagram as part of the technical specifications development for the project.

LPR VIOLATION CAMERAS

The Contractor will provide Violation Cameras as part of the GTS.

BACKEND SERVER

The POM will provide all the back-end server(s), operating systems (including licenses) and other data platforms per the contractor's recommended specifications.

This will include:

Hardware

- Servers and Data storage equipment
- Switches

- Racks, UPS and other misc equipment room hardware

System administration and support
- Contracted support and maintenance with server manufacturer
- OS upgrades/service packs
- Database upgrades/service packs

Licensed software
- Operating system software
- System administration software and utilities
- Network administration software and utilities

RACKS, KVMS AND MONITORS

The POM will provide KVM(s) and monitor(s) for server(s) and station(s) as needed.

WIRELESS COMMUNICATION

The POM will provide all the required communication equipment and allow the Contractor to access the existing wireless network.

GTS EQUIPMENT

The Contractor will provide all required GTS Equipment. This equipment includes, but is not limited to:

- Encompass 5 readers and associated modules
- AA3152 Universal Toll Antennas
- NEMA Enclosures including floor stands and back panels
- HVAC units for the NEMA enclosures
- I/O modules
- Power supplies and UPS units
- Over the lane read indicator displays
- Coaxial cables and connectors (as needed)
- PIPS Spike+ model P382 and associated cables and connectors
- Multi-mode fiber optic transceivers and serial to Ethernet communications devices

INFRASTRUCTURE

The Contractor will try to use the existing infrastructure for the installation of their AVI equipment. The POM will perform all structural analysis of the existing POM FDOT structures to determine if the addition of the lane hardware and required extensions meets all POM and FDOT structural specifications. The contractor can provide the structural modifications as needed to install said equipment, such modifications are not currently part of this scope of work The contractor is to use as much of the existing infrastructure as possible for this installation in order to keep this system as cost effective as possible. With this in mind, the Contractor will make use of the existing sign structure for the inbound reader location and all lane level equipment will be placed on this sign structure. Likewise for the redundant reader location and the optional outbound read location, the contractor again will use the existing sign structures. The contractor will use POM provided wireless communications infrastructure back to the host for remote locations to minimize installation effort in getting communications e.g. fiber optics to any remote locations.

If there is a requirement for trenching and boring, it will be kept to a minimum, as the only location where this might be required will be the main inbound reader location. The contractor will require a

trench from the new NEMA enclosure that will house the new contractor-provided equipment to the existing variable message sign. This will be for power and communications as there is a power disconnect located on the sign structure and available fiber optic cables on the POM network at this location. The contractor will do this portion of the trenching/boring trade if necessary.

For the Taxi credit lane, the contractor will mount the required equipment to the existing structure located over the current payment lane. The contractor will also provide new in-pavement detection loops and a new barrier gate at this location. The POM is responsible for making the structure adequate for the installation of the AVI equipment. The POM will complete all the trenching/boring work at the Taxi charge-reversing site as per the contractor's Specifications and Requirements.. The contractor is not required to provide any required structural modifications required to the site unless a change order is issued to cover such additional work

SIGNS

Any new signs required for the new system will be the responsibility of the POM.

FUNCTIONAL SERVICES

POM will provide all required supporting-infrastructure elements (i.e.: floor, rack-space, power supply, network connectivity, etc.).

INTRANET CONNECTIVITY

POM will be responsible for providing Intranet and Internet connectivity.

ENVIRONMENTAL CONDITIONS/REQUIREMENTS

The Contractor and POM will adhere to all Federal and State Environmental Conditions/Requirements.

SPARE PARTS

The Contractor will provide a list of the necessary inventory of spare parts and supplies required to properly operate and maintain the System. Appendix C details all Contractor provided equipment for the project. The spare parts and supplies inventory will contain items necessary for normal operations including the restoration of the respective malfunction or failure of the system within the time limits set forth in the maintenance agreement between the POM and the contractor. The POM will be responsible for providing storage for the spare parts. At a minimum, the spare parts inventory list will include the following items:

- One (1) Encompass 5 Readers with check tag and digital I/O modules
- One (1) AA3152 Universal Toll Antenna and associated hardware
- One (1) HVAC unit
- One (1) Eaton 2500 VA UPS
- One (1) 24 volt power supply
- One (1) Serial to Ethernet Converter
- One (1) overhead read indicator light

2.4 CONSTRUCTION and INSTALLATIONSITE SURVEY

The Contractor will perform a Site Survey.

CONSTRUCTION

The Contractor will perform Construction where needed.

TRENCHING

The Contractor will perform Trenching and boring where needed.

INSTALLATION

The Contractor will install the needed equipment in the field.

MOT

The Contractor will provide the required maintenance of traffic (MOT) to support installation of equipment in the field.

SIGNALING

The Contractor will install Signals, consisting of a single red or green signal over each inbound lane as a visual indication of account status.

DETECTION

The Contractor will perform inbound and redundant detection.

2.5 POWER SUPPLY

MAIN POWER SOURCE

The POM will provide the Power Source(s) as defined below:

Component	Number of Circuits	Required Voltage	Required Circuit Size
Host Server: HP ProLiant DL380 Generation 5 including 2200 VA UPS	One	120 VAC	20 Amps
Main GT AVI Entrance Reader Locations	Two	120 VAC each	20 Amps each
Taxi Cab Credit Station	One	120 VAC	20 Amps
Main GT AVI Exit Reader (Optional)	Two	120 VAC Each	20 Amps Each
Redundant Inbound AVI Reader	Two	120 VAC each	20 Amps Each

POWER INTERRUPTION SHUTDOWN PROCESS

The Contractor will provide a Power Interruption Shutdown Process using the existing POM UPS infrastructure.

LANE POWER BACKUP

The Contractor will provide Lane Power Backup UPS System

POWER OUTAGE RECOVERY

The Contractor will provide a Power Outage Recovery process.

UPS SPECIFICATIONS

The Contractor will provide UPS Specifications. Contractor will provide UPS for lane equipment only that will be sufficient to provide 2 hour back up of critical lane level equipment only. POM will provide UPS for server(s) and station(s)

POWER FAILURES

The Contractor will provide Recovery Procedures for Power Failures.

DATA INTEGRITY HOST

The Contractor will provide Data Integrity standards and measures.

DATA INTEGRITY LANE

The Contractor will provide Power Failure handling procedures.

DISASTER RECOVERY

The Contractor will work with the POM to implement a detailed Disaster Recovery plan

SOFTWARE UPGRADES, ENHANCEMENTS and new RELEASES

The Contractor and the POM will apply all necessary software upgrades, enhancements, and new releases upon mutual understanding and approval from POM Project Manager.

SYSTEM INTEGRITY

The Contractor will ensure the integrity of all components of the system.

HARDWARE /SOFTWARE COMPATIBILITY

The Contractor will ensure that both Hardware and Software meet the requirements of the GTS.

OPERATING SYSTEM PATCHING

The GTS server(s) will be registered in the countywide weekly patching schedule.

2.6 PROJECT MANAGEMENT

1) The Contractor and POM will respectively name Project Managers. The Project Managers will be the main points of contact for this project and will be responsible for communication, coordination, change management, and scheduling.
2) The Contractor and the POM will schedule a Kickoff meeting at the beginning of the project. The Contractor will have technical staff available via phone, or if necessary, face-to-face to address any issues prior to the commencement of the project.
3) The Contractor's Project Manager will schedule weekly review meeting with the POM's Project Manager and have technical staff available via phone, or as necessary to address any issues. These meetings will ensure that POM stakeholders are kept abreast of all project progress.
4) The Contractor will coordinate with the POM and produce an approved project schedule which will address all concerns of the POM. This project schedule will be updated on a bi-weekly basis and be presented to the POM during regularly scheduled weekly review meetings.

PROJECT TECHNICAL SPECIFICATIONS

The Contractor will prepare the Technical Project Specifications for the POM to review and approve. The Contractor will develop the specifications with the help of POM technical staff during the technical specifications development phase.

PROJECT PLAN

1) The Contractor will submit detailed technical project specifications to the POM at the conclusion of technical specifications development. Once the technical project specifications are approved by the POM the Design phase will start; all work will be coordinated through the POM Project Manager including the coordination of work at the job site and all trades involved in any phase

of the installation of the AVI System. However, it will be the responsibility of the Contractor to provide professional supervision during all stages of the execution of the project.

2) The Schedule will show project completion date as provided in the Contract documents, including the necessary time for system check-out prior to operational use.

3) The schedule will be presented using either a bar or a pert chart graphically detailing completion of the specific activities relating to a time scale providing accuracy to the nearest week.

4) Regular progress/weekly review meetings will be scheduled to coincide with the completion dates of the Contractor performance schedule. Additional progress meetings will be called by the POM if there is any slippage in the Contractor progress schedule or if it appears that satisfactory completion of the project is in jeopardy.

5) During the installation, and acceptance test, POM will provide at least one (1) representative to observe and either approve, or disapprove the tests.

6) Final approval, as to whether or not the tests meet the requirements will be in the sole judgment of the POM.

7) A final approval report will be provided once the Contractor has resolved all punch lists items identified by the POM project manager.

8) Compliance with all legal requirements is solely the responsibility of the Contractor.

2.7 SYSTEM INSTALLATION

1) The Contractor will provide a schedule for system installation including a description of major tasks, estimated time, primary responsibility, and estimated personnel resource requirements for each task at least thirty (30) calendar days prior to the scheduled start of the installation task.

2) The Contractor will provide a test plan for the consideration and approval by the POM. The test plan will clearly outline the objectives of all the tests. The tests will clearly demonstrate that the system and its components fully comply with all requirements specified herein. The test plan will be provided at least thirty (30) calendar days prior to the scheduled start of the first test.

3) The test cases will describe each test in detail such that an operator will not need other document or prior knowledge of the system to successfully execute the test.

4) The test plan and procedures will require POM approval. POM will approve them within (5) calendar days. The Contractor will submit the final test procedures thirty (30) calendar days prior to the start of the test.

5) With mutual approval, the Contractor will prepare a report document (punch list), which will certify successful completion of the test. The test report will be submitted to the POM Project Manager for review and approval. The test report will contain at a minimum:
   a. A statement of purpose so that the goals and methods of testing can be understood.
   b. A specification of the software and hardware tested in that section.
   c. Acceptance criteria.
   d. Commentary on test results.
   e. Signatures of persons who performed and witnessed the test.
   f. Approval by POM Project Manager

2.8 SYSTEM ACCEPTANCE

Section 2.4.18 of the TransCore proposal details the Testing and Acceptance process to be used for this project. The language in this section is intended to summarize the major points of System Acceptance.

1) The Contractor will prepare and submit a system acceptance plan for POM approval. POM approval will be required in writing.

2) A phased installation, testing, and performance demonstration will be conducted by the Contractor and the POM on the installed lanes after the complete system has been installed, calibrated, and adjusted. All conditions of operation will be simulated before the System goes live to demonstrate that the System, as furnished by the installation, satisfies the requirements of these Specifications.

3) An initial system test will be performed on-site to ensure that sufficient software and hardware has been furnished to meet all requirements of the GTS.

4) The Contractor will demonstrate the ability of the system, as a whole; to function and operate as an integrated automatic vehicle identification (AVI) system.

5) The criteria for system acceptance will be based on the system's capability to perform required functions effectively as described herein and will be agreed upon by all parties prior to the start of the test.

6) Any hardware or software alterations discovered during testing phases will be resolved and documented by the Contractor.

7) On-Site Acceptance of GTS will be granted by POM after the successful completion of the Acceptance Tests in their entirety.

8) The POM will notify the Contractor, in writing, of the successful completion of the Acceptance Test of the System.

9) Following the on-site acceptance, the Contractor will demonstrate successful operation of all hardware and software performing under normal POM operational conditions for a continuous 30-day period, 24 hours a day, without alterations, substitutions, or adjustments.

10) Failures or performance degradation which occurs within this 30-day period will be immediately corrected by the Contractor upon notification by the POM. Parts and labor required to correct equipment failures during this period will be furnished and installed by the Contractor at no cost to the POM.

11) Down time will result whenever the System is not able to perform the functions as specified herein, due to any failure of hardware or software.

12) Down time of the System resulting from the failure of a redundant component of the system, provided that no loss of data or operational control occurs during the test period, and that the component is properly replaced and real-time control is resumed, will not be considered system failure.

13) Equipment failure downtime for each incident will be measured as the intervals between the time that the Contractor is notified of equipment failure and the time the equipment is returned to proper operational condition.

14) In the event that the test requirements are not satisfied during the initial thirty (30) consecutive calendar-days, the POM reserves the right to continue the test on a day-to-day basis until the requirements are achieved for thirty (30) consecutive days.

15) In the event that an error is discovered, a new 30-day testing period will begin after the Contractor corrects the error. This process will continue until all errors have been eliminated or the 30-day error-free period expires. At the end of this testing period the POM will begin the rollout plan.

16) Final Acceptance of the System will be scheduled upon successful completion and approval of the 30-day-acceptance Test.

17) The proposed AVI system will read in excess of 99% of all properly mounted transponders in a controlled environment. As an example, a "controlled environment" includes properly instructed drivers, following and observing all posted traffic speeds and regulations, with properly mounted and functional transponders. (From item 7B on page A2 of the TransCore proposal response)

18) Upon successful completion and approval of the POM Project Manager, POM will provide a written notification to the Contractor of the Final Acceptance of the System. Upon Final Acceptance, the POM will start releasing payments to the Contractor according to Appendix B of this agreement.

2.9 PROJECT ROLL OUT PLAN

1) Port of Miami will work with the Contractor to review project plan based on the technical specifications and finalize and approve the functional specifications before the start of work.

2) The Contractor will customize the application and develop the required components of the System to meet POM GTS specifications after the approval.

3) The Contractor will release the complete System to the Port of Miami for System test.

4) System testing by the Contractor and Port of Miami will be interactive to ensure a common understanding of the System and the test-results.

5) A problem management process will be established to identify, log, classify, and resolve problems in an effective manner.

POST DEPLOYMENT

1) The Contractor will conduct a post implementation System audit to ensure that:
   i. The operating performance is at an acceptable level.
   ii. POM is effectively utilizing all the functionality of the system.

2) Production problems will be investigated by the POM technical staff with the help of Contractor's support staff.

3) Corrections to problems will be made by the Contractor and reviewed by POM technical staff.

CLEANING

After the completion of all work and before final acceptance of the System, the Contractor will remove all waste materials and rubbish from and about the site, as well as all tools, construction equipment, temporary structures, machinery and surplus materials associated with GTS project and clean all floors, walls, doors, fixtures, equipment, glass and metal surfaces, unless otherwise directed by the POM. If the Contractor fails to clean up either during, or at the completion of work, POM may withhold payments, or deduct cleaning costs from the payments due to the Contractor.

2.10 MAINTENANCE AND SERVICE

1) The Contractor will provide all non software system support from its Miramar or Orlando, FL office. This includes personnel assigned to the POM system for on-call support. Software support will be provided by GateKeeper customer service center via telephone and VPN system access.
2) The Contractor will submit a schedule of preventive, routine, and inspection maintenance to the POM not less than thirty (30) days prior to the date the System will be put in operational service. This will include all manuals, procedures and best-practices required to maintain the equipment to factory standards. The POM is responsible for preventive, routine, and inspection maintenance.

3) The Software support
   - GateKeeper Systems (GKS) will provide continuing software support for the GTS system including the CVM application, AVI website and application software.
   - GKS will respond to requests for GTS system support from authorized POM representatives to diagnose and resolve any system problems and return the system to normal operations. GKS will perform routine system monitoring of system status and preventive support tasks to identify, where possible, potential system problems that can be addressed.
   - GKS will respond to questions and inquiries from POM staff on the operation and status of the GTS system.
   - GKS will coordinate and communicate any system work with the responsible POM organizations including the Technology Help Desk andSystems Maintenance and Operations.
   - GKS will provide a fully paid perpetual license to POM for all updates, modifications or changes made to the GateKeeper Commercial Vehicle Management Software during the term of this agreement. This includes any new versions of the software that are released.
4) Hardware Support
   - POM Technical staff will be first responder to AVI problems in the lane. POM staff will be the "first responder" for all server problems and eventsTransCore will provide telephonic technical support as a back-up to POM staff on an as-needed basis 24 hours a day, seven days a week including weekends and holidays..
   - The contractor will make factory trained technicians available to the POM on a Time and Material (T&M) basis in the manner prescribed under "Maintenance Hours", below.
   - Spare parts maintained from current on-site inventory
     - Replace failed parts and return for deport level repair and return to spare inventory
     - Costs for depot level repair included in Year 1 factory warranty

5) POM Support responsibilities
   - POM Technical staff will be first responder to AVI problems in the lane. POM staff will be the "first responder" for all server problems and events.POM will perform daily system administration and support
     - Server support
     - OS upgrades/service packs
     - Database upgrades/service packs

  - Backups/restore
- POM will maintain responsibility for POM-provided servers, and licensed software including:
  - Operating system software
  - System administration software and utilities
  - Network administration software and utilities
  - Servers
  - Data storage
  - Switches

MAINTENANCE HOURS

1) The Contractor will provide telephonic technical support twenty-four (24) hours a day, seven (7) days a week, including official holidays, as described below

2) Response time to any back-up support request by the POM shall be as follows:

   - Remote technical support (Help Desk) calls will be within one (1) hour from the time of notification including weekends and holidays. Response for the contractor's on-call technician to be on-site will be within six (6) hours of notification by the POM, Monday thru Friday, during the hours of 0800 to 1700 local time. On-site response time will be within 24 hours of notification for weekends and contractor observed Federal State and official holidays

3) The Contractor will not schedule preventive maintenance during the times in which equipment must be in operation to meet the peak periods of any incoming/outgoing traffic. All scheduled maintenance during off-peak hours will be coordinated and approved by the POM.

MAINTENANCE NOTIFICATION

The POM will make a preliminary inspection and/or investigation of any reported or observed equipment failure, and will notify the Contractor by telephone, to agree on the best time to execute the repair. During the repair, the contractor will provide telephone support to the POM onsite maintenance technicians. If the POM on-site maintenance technicians cannot complete the repair, the contractor will provide on-site maintenance support at the rates established by the contract and within the response times noted under "Maintenance Hours"

DOCUMENTATION

1) The Contractor will furnish all manuals, hardware and software documentation, and as-built drawings for the final review and approval by the POM at least ten (10) calendar days prior to starting the Acceptance Test.

2) The Contractor will provide documentation in sufficient detail to enable the POM to operate the System and perform the maintenance of all software/equipment.

3) The documentation will be detailed and comprehensive to allow full use of all system functions.

4) All documentation will be updated to reflect changes made in the system during the on-site Acceptance Test.

2.11 TRAINING REQUIREMENTS

Section 3.9.2 of the TransCore proposal provides a detailed discussion of the training to be provided... The language in this section highlights some of the training details.

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1) The Contractor and POM will mutually develop a training plan. Contractor will provide details of the training plan which will include suggested times of training, locations, duration, and frequency. A single training class for each of the four levels of involvement listed below (2) will be provided. Additional training will be provided on a change order basis.

2) The Contractor will provide training in all phases of operations based upon the following general levels of involvement:
    1. Accounting
    2. Operations
    3. IT Applications (Software)
    4. IT Hardware

3) The Training will be offered in a classroom environment with 4 to 6 students at a time with access to a live version of the software. The Contractor will provide an appropriate number of qualified instructors for each class, depending on the number of students and the subject matter of the class. In addition to classroom style presentations each class will include use of the system to complete "exercises" that will be developed to suit the responsibilities and duties of the participants of the class. The classroom exercises will be augmented with on-site review of the hardware equipment that is installed on-site at the POM. POM staff will use a "train the trainer" approach to provide a continuing capability to train new staff members after the system is in operation.

4) The Contractor will provide hard copies of all training material.

2.12 OCR

VEHICLE LICENSE PLATE TRACKING

When the vehicle enters the POM, the GTS will capture the license plate data via OCR/LPR cameras and store the information in a GTS database along with the approved confidence level assigned by the OCR software that can be compared to the confidence level established during the technical specifications development that is acceptable for generating a trip charge. The GTS on a scheduled basis will check this transaction data against the POM Passenger Commercial Vehicle (PCV) database to determine if the license plate belongs to a registered PCV.

From that comparison, a report can be generated, on a configurable basis, which will provide a listing of the following:

- License plate information that matches an existing account on file, a matching tag transaction within a predetermined time frame and the appropriate charges are applied.
- License plates that do not match any corresponding account in the POM system
- License plates that do match a corresponding account in the POM system, but where no tag transaction is associated.

List of plate captures where the configurable confidence factor threshold is less than acceptable and that will require manual review or, upon request of the POM, should a captured plate not meet a required confidence factor, it could be disregarded on a configurable basis.

ACCURACY

The third party license plate data hardware and software platform provided by the contractor to the POM as part of this contract accuracy will be calculated based on properly mounted unobstructed plates within the image capture zone for the two main standard vehicle plates in Florida. OCR accuracy will match the third party manufacturers OCR accuracy rate as determined by the ATP (Agreed Test Plan).

OCR IMAGE STORAGE

The system will store license plate pictures in .jpg format. The license plate pictures will be named in such a way that they could be easily linked to the transaction and the OCR-readings.

OCR VISUAL CONFIRMATION

The ability to perform a visual confirmation of the OCR-reading and license plate will be provided by the System.

The OCR detecting devices will be placed on the existing overhead sign structure at the island side of the bridge.

OCR CORRECTIONS

The ability to perform a visual confirmation of the OCR-reading and license plate data will be provided by the System. Authorized POM-users will have the ability to correct an OCR-reading to make it match to the license plate data in cases where a discrepancy occurs.

The contractor's third party license plate data collection hardware which is limited to cameras; will be placed on the existing overhead sign structures or sign extensions if needed. Additional installations will be provided by the Contractor for redundancy if requested by the POM on a change order basis, to assure a fault tolerant environment.

TEST ENVIRONMENT

The Contractor will provide a fully functional virtual test environment.

APPENDIX B
PRICE SCHEDULE

PRICE DETAILS

The Price details of the entire GIS project is detailed in the Price Breakdown section below. Payments to the Contractor will be released based on successful completion of the mutually agreed upon milestones described in the "Payment Schedule" section. Each milestone has associated deliverables. The Contractor and the County have agreed on these milestones. The deliverables associated with each milestone may be adjusted during the term of the Contract with the mutual understanding of the Contractor and the County and with the approval from the POM Project Manager. POM Project Manager's approval will be required for the release of payments against all milestones. The Price Breakdown section may be adjusted during the term of the Contract with mutual understanding of the Contractor and the County and with the approval from the POM Project Manager.

1). Price Breakdown

- Price breakdown is detailed in Exhibit B-1

2). Payment Schedule

a). Development and Deployment (Total Cost: $998,900)

Milestone	Deliverable	Payment Due	Amount
1	Completed Technical specifications development	Upon acceptance of deliverable by POM	5 % of Total Cost: $49,945
2	Design	Upon acceptance of deliverable by POM	5 % of Total Cost: $49,945
3	Delivery of Equipment	Upon acceptance of deliverable by POM	10 % of Total Cost: $99,890
4	Hardware Installation	Upon acceptance of deliverable by POM	10 % of Total Cost: $99,890
5	Software Installation (including Test environment)	Upon acceptance of deliverable by POM	15 % of Total Cost: $149,835
7	User Acceptance Test	Upon acceptance of deliverable by POM	20 % of Total Cost: $199,780
8	Training	Upon acceptance of deliverable by POM	15 % of Total Cost: $149,835
9	Post Deployment and System Audit (Final Acceptance)	Upon acceptance of deliverable by POM	20 % of Total Cost: $199,780
		100% of Total Cost of $998,900	**$998,900**

b). Maintenance and Support for Year 2 and Year 3 ($134,301)

Milestone	Description	Payment Due	Amount
	Year 1 Maintenance and Support (Software)	Upon completion of one year Warranty period after Final System Acceptance	$35,525
	Year 1 Maintenance and Support (Hardware)	Upon delivery of POM approved services	$31,006
	Year 2 Maintenance and Support	Upon completion of Year 1	$35,525
	Year 2 Maintenance and Support (Hardware)	Upon delivery of POM approved services	$32,246
		Total	**$134,301**

Notes:

1. The one year warranty period will begin immediately upon the Final Acceptance of the System by the County.
2. Maintenance and support will start upon the expiration of one year warranty period.
3. If maintenance and support is not provided for a whole year, the County will only pay maintenance and support on a pro-rated basis for the portion of the year the services were provided.

3). Option To Renew Years (Maintenance and Support)

a). Software:

Year	Software Support Cost
OTR Year 1	$37,669.45
OTR Year 2	$39,176.22
OTR Year 3	$40,743.27
OTR Year 4	$42,373.00
OTR Year 5	$44,067.92
OTR Year 6	$45,830.64
OTR Year 7	$47,663.87
OTR Year 8	$49,570.42
OTR Year 9	$51,553.24
OTR Year 10	$53,615.37
OTR Year 11	$56,071.98
OTR Year 12	$58,314.86
OTR Year 13	$60,647.45
OTR Year 14	$63,073.35
OTR Year 15	$65,596.29
Total	**$755,967.33**

b). Hardware:

Year	Hardware Support Cost
OTR Year 1	$33,536
OTR Year 2	$34,878
OTR Year 3	$36,273
OTR Year 4	$37,724
OTR Year 5	$39,232
OTR Year 6	$40,802
OTR Year 7	$42,434
OTR Year 8	$44,131
OTR Year 9	$45,896
OTR Year 10	$47,732
OTR Year 11	$49,641
OTR Year 12	$51,627
OTR Year 13	$53,692
OTR Year 14	$55,839
OTR Year 15	$58,073
Total	**$671,510**

APPENDIX C
EQUIPMENT LIST

THE FOLLOWING EQUIPMENT WILL BE PROVIDED BY TRANSCORE:

- OUT MOD (G4 ODC5R: DRY CONTACT or similar)
- INPUT MOD G4-IDC5D 2.5-28 AC/DC or similar
- NEMA4 48x36x16 (A48H3616SSLP) Hoffman or similar
- Floor Stand Kit: A-FK1216 or similar
- 48X36 BACKPANEL (A-48P36) or similar
- SRGE PROTCT (COMM: MDL:1810-50A) or similar
- Eaton 5130 2500 UPS or similar
- HVAC T15-0116-G151 or similar
- Single channel loop detector and harness
- Belden 9182 Twinax for reader sync
- LMR600-DB Flexible Low Loss Coaxial Cable (0.59") or similar
- times microwave EZ-600-NMH-D N(male) Crimp/Solderless Connector or similar
- RG223 Coax Jumper, SMA(m) to N(m) or similar
- Red X Green arrow, 8", 24 Volt AC or DC or similar
- 8" polycarbonate housing with CAP and visor or similar
- IDEC 24 VOLT 4 AMP DC P/S or similar
- Encompass 5 w/out NEMA enclosure, two protocol
- GPS for reader sync
- Check tag
- Digital I/O module
- AA3152 Universal Toll Antenna (UTA)

EXHIBIT A & B

USER ACCEPTANCE FORM

Exhibit A – Initial Acceptance Form

By close of business on the first business day following, the County's acceptance, The Project Manager will sign this Initial Acceptance Form and provide to the Contractor (TransCore) confirming that the Contractor has satisfactorily completed Milestone No. _____

Project Manager – Port of Miami, Contract 651 - "Ground Transportation System"

_____
Print Name

_____
Signature - Acceptance

_____
Date

EXHIBIT B – FINAL ACCEPTANCE FORM

Exhibit B – Final Acceptance

By close of business on the first business day following the Final Acceptance of the System by the County, the County's Project Manager will either; (a) sign and fax this Initial Acceptance to the Contractor (TransCore) confirming that the Contractor has satisfactorily met the Scope of Services or, (b) Submit any outstanding issues in writing to the Contractor. The Contractor will resolve the issues per the scope of services as agreed to in writing by both parties.

Project Manager – Port of Miami Contract No. 651 - "Ground Transportation System"

_____
Printed Name

_____
Signature - Acceptance

_____
Date

EXHIBIT B-1

PRICE BREAKDOWN

PRICE BREAKDOWN

Summary of Price Breakdown

Tasks	**Price**
Task 1 (Hardware including Main Inbound with OCR, Redundant Inbound and Taxi Lane)	$270,543
Task 2 (Network/Communication)	$5,759
Task 3 (Construction)	$182,810
Task 4 (Software)	$176,276
Task 5 (Interfaces/Customization)	$31,970
Task 6 (Implementation)	$140,573
Task 7 (Training)	$10,004
Task 8 (Project Management)	$127,971
Task 9 (System Upgrades)	$
Task 11 (Miscellaneous)	$42,995
Total	**$988,900**

Tasks	**Price**
Task 10 A (Software Support) Year 1	$33,488
*** Years 2 and 3 Maintenance & Support (includes s/w maintenance and support)	$71,048

Detailed Breakdown of Price including Main Inbound Lanes with OCR, Redundant Inbound Lanes and Taxi Lane

Task 1 (Hardware)	**# of Base Units (not including OCR)**	**Manufacturer** (CPU Size Operating System, Version, if Applicable)	**Model #**	**Unit Price**	**Total for new units**
Transponders *** SEE NOTE (1) BELOW				$12	$12

Encompass 5 Reader (per lane includes Dual Mode Reader, Digital I/O, Enclosure, Check Tag and Antenna)	1			$10,500	$10,500

TRANSCORE MANUFACTURED EQUIPMENT (Readers, Antennas, Checktags)				$80,222	$80,222
3RD PARTY EQUIPMENT (OCR Equipment, Enclosures, Cables, Connectors, Power Supplies, ETC.)				$190,321	$190,321
TOTAL					**$270,543**

Task 2 (Networking/ Communication)	**# of Base Units (not including OCR)**	**Manufacturer** Operating System Version, if Applicable	**Model #**	**Unit Price**	**Total for new units**
Server				$	$
Routers				$	$
Switches				$	$
Transponders				$	$
Others (Please specify) See note 2				$5,759	$5,759
TOTAL					**$5,759**

(1) TRANSPONDER UNIT PRICE BASED ON STANDARD WINDSHIELD STICKER TAG WITH NO CUSTOM ARTWORK.

(2) INCLUDES RS232 TO ETHERNET CONVERTERS AND SINGLE MODE ETHERNET OPTICAL TRANSCEIVERS

Task 3 (Construction / Installation)	**Cost Per hour (not including OCR)**	**Total Number of Hours**	**Total for each unit**
Labor			
Systems Engineer	$137	414	$56,718
Installation Technician	$74	170	$12,580
Equipment			$
Design			$
Subcontractor (installation)			$98,916

Permits			$5,294
Others (Please specify) OTHER DIRECT ON-SITE COSTS (TRAVEL, HOTEL, ETC)			$9,302
TOTAL			**$182,810**

Task 4 (Software)	**Name**	**Version**	**Unit License Price (not including OCR)**	**Total License Price**
Operating System Software				$
Database Software				$
Proprietary Software			$176,276	$176,276
Other (Please specify)				$
GRAND TOTAL				**$176,276**

Task 5 (Interfaces)		**Number of Hours**	**Cost Per Hour**	**Total Cost**
Interface 1-Permit System		150.00	$213.13	$31,970
TOTAL		**150.00**		**$31,970**

Task 6 (Implementation)	**Number of Hours**			**Price**
Planning	138			$26,063
Preparation and loading of database	18			$3,532
Data Migration	46			$8,773
Documentation	195			$36,791
Other (Please specify) Maintenance of Traffic (MOT)				$11,765
System Testing	253			$47,691
Drafting	96			$5,959
TOTAL				**$140,573**

Task 7 (Training)	**Number of Days**	**Price Per Day**	**Total Price**
Accounting			$
Operations			$
IT (Hardware related)			$
IT (Software related)	7	$1,429	$10,004
Other (Please specify)			$

TOTAL	**$10,004**

Task 8 (Project Management)		**Price Per Day**	**Total Price**
Project Manager	67	$1,217	$81,539
Others (Please specify)			$
Project Management Subcontract Project Management	32	$1,451	$46,432
TOTAL			**$127,971**

Task 9 (System Upgrades)	**Number of Days**	**Price Per Day**	**Total Price**
Software			$
Hardware			$
Services			$
Others (Please specify)			$
TOTAL			**$**

Task 10 A (Software and OCR Maintenance & Support) *	**Year-1 Price**	**Year-2 Price**	**Year -3 Price**
Software	$33,488	$34,828	$36,221
Hardware (maintenance of OCR cameras)	$	$	$
Other (Please specify)			
TOTAL	**$33,488**	**$34,828**	**$36,221**

Notes:
* 1. The one year warranty period will begin immediately upon the Final Acceptance of the System by the County.
** 2. Maintenance and support will start upon the expiration of one year warranty period.

** 3. If maintenance and support is not provided for a whole year, the County will only pay maintenance and support on a pro-rated basis for the portion of the year the services were provided.

Task 10 B (Hardware Maintenance & Support) *	**Total**
Hardware Support on a T&M basis is $99.00 per hour and covers time from portal to portal	******

The following is the price for TransCore to provide a guaranteed after hours response per year per the SOW	
Year 1	$31,006
Year 2	$32,246
Year 3	$33,536
Year 4	$34,878
Year 5	$36,273
Year 6	$37,724
Year 7	$39,232
Year 8	$40,802
Year 9	$42,434
Year 10	$44,131
Year 11	$45,896
Year 12	$47,732
Year 13	$49,642
TOTAL	**$515,532**

Task 11 (Miscellaneous)	**Unit Price**	**Number of Hours**	**Total**
Software Escrow (per year, including option years) Escalated at 3.5% for additional years	$4,375		$4,375
Spare parts -See break out list below.	$19,326		$19,326
Subcontractor Travel	$19,294		$19,294
			$
TOTAL			**$42,995**

Professional Services

Position Description	**Hourly Rates**
Project Manager	$152.07
Systems Engineer	$136.55
Drafter	$62.07
Installation Technician	$74.48
Field Service Technician	$99.00
Consultant	$213.13
Trainer	$213.13
On-site Training	$213.13
Senior Software Programmer	$213.13
Senior Web Programmer	$213.13

Database Analyst	$213.13
Other (if detailed in the Proposal Response)	

SPARE PARTS:

One (1) Encompass 5 Readers with check tag and digital I/O Modules One (1) AA3152 Universal Toll Antenna and associated hardware One (1) HVAC unit One (1) Eaton 2500 VA UPS One (1) 24 volt power supply One (1) Serial to Ethernet Converter One (1) overhead read indicator light

C. OPTIONAL FEATURES/ SERVICES

Notes:

This portion of the price form will be used for informational purposes only and will not be used for price scoring purposes.

1). Option To Renew (OTR) Years

Maintenance and Support			
Year	**Hardware Cost *** See note 1**	**Software Cost**	**Total**
OTR Year 4	$	$37,669.45	$37,669.45
OTR Year 5	$	$39,176.22	$39,176.22
OTR Year 6	$	$40,743.27	$40,743.27
OTR Year 7	$	$42,373.00	$42,373.00
OTR Year 8	$	$44,067.92	$44,067.92
OTR Year 9	$	$45,830.64	$45,830.64
OTR Year 10	$	$47,663.87	$47,663.87
OTR Year 11	$	$49,570.42	$49,570.42
OTR Year 12	$	$51,553.24	$51,553.24
OTR Year 13	$	$53,615.37	$53,615.37
Total	**$**	**$452,263.40**	**$452,263.40**

(1) This column contains the price per year for the maintenance and support of the OCR cameras.

B). Optional Services

The Proposer shall state its rates for providing the "Optional Services" as stated in Section 2.15 of this Solicitation, for the duration of any contract issued as a result of this RFP, including any option years.

2.) Outbound Reading (***)

Description	Cost	Number of unit/hour	Total

Hardware (provide details) Labor			
Project Manager	$152	62	$9,428
Systems Engineer	$137	191	$26,081
Drafter	$62	32	$1,986
Installation Technician	$74	81	$6,033
Software (provide details)	$14,508	1	$14,508
Equipment (provide details)	$53,616	1	$53,616
Services (provide details)			
Other (provide details)	$83,200	1	$83,200
TOTAL Outbound Reading			$194,853

D. COUNTY USER ACCESS PROGRAM (UAP)

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

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

Yes___ No ✓

And

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

Yes___ No ✓

Proposer: TransCore, LP

Authorized Signature: _____

Print Name and Title: Forrest Swonsen, Director Airport Systems & Services

Federal Employer Identification Number: 25-1730334

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