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

Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

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

From: George M. Burgess
County Manager

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

Resolution No. R-226-10

Subject: Recommendation for Approval to Award Contract No. RFP 665: Tax Collection, Management, and Revenue Distribution Solution

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of the referenced Request for Proposals for a Tax Collection, Management, and Revenue Distribution Solution for the Miami-Dade Tax Collector's Office (a division of the Finance Department).

CONTRACT NO:	RFP 665
CONTRACT TITLE:	Tax Collection, Management, and Revenue Distribution Solution
DESCRIPTION:	Establish a contract to provide the Miami-Dade Tax Collector with a state of the art, web-based computer software system capable of supporting the department's tax collection, management, and revenue distribution process. The business processes and functions of the new system will include real property, tangible personal property, local business, convention and tourism tax receipts, bankruptcy/litigation cases, and public service cashiering.
TERM:	Five years with three, five-year options-to-renew
APPROVAL TO ADVERTISE:	January 12, 2009
CONTRACT AMOUNT:	$8,843,000 for the initial contract term If the County exercises the three, five-year options-to-renew, the total contract value will be $27,255,686. Each option-to-renew term has been pre-negotiated with fixed pricing for recurring hosting, maintenance, and support fees. Each option-to-renew term value is illustrated below: ▪ Option-to-Renew Term 1 $4,714,943 ▪ Option-to-Renew Term 2 $6,017,596 ▪ Option-to-Renew Term 3 $7,680,147

ALLOCATION, MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source
Finance	$8,843,000	Proprietary Funds

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

VENDOR RECOMMENDED FOR AWARD:

Contractor	Address	Principal
Grant Street Group, Inc. (Non-local vendor)	429 Forbes Avenue, Suite 1800 Pittsburgh, PA 15219	Myles Harrington

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

VENDORS NOT RECOMMENDED FOR AWARD:

AIMBS, Inc. (Non-Responsive)
Informa Software (Non-Responsive)
Manatron
Pacific Blue Software
Sector Source, LLC
Tyler Technologies

CONTRACT MEASURES: The Review Committee of December 10, 2008 recommended a Small Business Enterprise (SBE) selection factor for this contract.

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

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% program discount will be collected on all purchases where permitted by funding source.

LOCAL PREFERENCE: Applied in accordance with applicable ordinance, and did not affect the outcome.

PROJECT MANAGERS: Fernando Casamayor, Miami-Dade Tax Collector's Office
Eduardo Manzor, Miami-Dade Tax Collector's Office

CONTRACT MANAGER: Melissa Adames, Department of Procurement Management

ESTIMATED CONTRACT COMMENCEMENT DATE:	Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The Tax Collector's Office is the largest division within the Finance Department and is charged with collecting, accounting for, and distributing current and delinquent real and tangible personal property taxes, and non ad valorem special assessments for all local taxing authorities including the County Commission, municipalities, the School Board, and local and state independent special districts. For the State of Florida, the Tax Collector's Office serves as agent on behalf of the State collecting taxes for the Florida Division of Highway Safety and Motor Vehicles and the Florida Fish and Wildlife Conservation Commission. The Tax Collector is also responsible for the collection and distribution of convention and tourist development taxes, as well as issuing local business tax receipts for businesses located in the County or conducting business with the County.

A Request for Proposals was issued on January 23, 2009 under full and open competition to obtain a Tax Collection Management, and Revenue Distribution Solution for the Miami-Dade Tax Collector's Office. The current automated tax system is managed by the Enterprise Technology Services Department and is a custom-built, mainframe-based Integrated Database Management System (IDMS). The current system components are 20 years old and technologically out of date. Approval is requested to award this contract to Grant Street Group (GSG) to provide a solution to provide the Tax Collector's Office with a web based, comprehensive, user-friendly software to handle and improve day-to-day operations to benefit Miami-Dade County. The new solution proposed by GSG, TaxSys, will provide the Miami-Dade Tax Collector with a state of the art, hosted, web based application for tax collection, management, and revenue distribution. TaxSys will provide seamless integration with other applications allowing for easier data sharing and consolidated reporting between different systems, services, processes and potentially different departments. TaxSys also offers controlled public access via the Internet for purposes of account review and electronic payment, as well as functionality to allow public inquiries over the existing voice response phone system.

The technology utilized to support the TaxSys System is an open source architecture that allows for future growth, scalability, and enhancement. GSG will provide the system through a Software as a Service business model. This business model is advantageous to the County, as it lowers the total cost of ownership by not requiring the County to purchase, install, upgrade, and maintain hardware or software. GSG will be responsible for installing, running and maintaining the TaxSys System throughout the term of the agreement at fixed pricing. The County will pay for the initial implementation services and be licensed to utilize the System. The recurring fees paid on an annual basis is for all support and services including but not limited to system hosting, upgrades, enhancements, training, off-hour support, maintenance, and integration. This will eliminate the need for the County to maintain version controls, system upgrades, and eliminate any added infrastructure costs since the application may be accessed through the Internet from any computer.

TaxSys is a secure, redundant, scalable, readily maintained and enhanced application. To ensure stability, it will be co-located in two premier off-site high security data centers with an additional on-site server to be housed within the County data center to provide data storage, redundancy, disaster recovery, and ensure no loss of County data. The technical architecture utilized by GSG will make it possible for the County to remain fully operational in the case of hurricanes, floods, and other disasters.

Through negotiations, staff achieved a $1,157,000 savings from the proposal price initially offered by Grant Street Group for the initial term. Furthermore, a twenty-eight percent discount was achieved for the recurring fees associated with the hosting, maintenance, and support of the TaxSys system. Additionally, the following software modules have been included at no additional charge to the County to assist the Tax Collector in providing online services to the citizens of Miami-Dade County:

- Florida Real-Time Vehicle Information System (FRVIS) Interface – will provide for the processing of FRVIS transactions through a direct connection between the State system and TaxSys eliminating dual entry and streamlining current processes.
- Online Tourist and Convention Development Tax Processing – will allow for online file returns and payment processing to eliminate manual entries and streamline the current process.

It is anticipated that the award of this contract will provide the Tax Collector's Office the ability to enhance and streamline current business processes to improve the level of service delivered to the citizens of Miami-Dade County.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: March 2, 2010

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

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

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**

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Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(O)(1)(G)
3-2-10

RESOLUTION NO. R-226-10

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH GRANT STREET GROUP INC. TO OBTAIN A TAX COLLECTION, MANAGEMENT, AND REVENUE DISTRIBUTION SOLUTION, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY IN THE AMOUNT OF $8,843,000 AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP665

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 the Grant Street Group, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.

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

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2010. 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.

Edward Z. Shafer

TAX COLLECTION, MANAGEMENT, AND REVENUE DISTRIBUTION SOLUTION

THIS SOFTWARE LICENSE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, SUPPORT, TRAINING, AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND GRANT STREET GROUP INC. , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF PENNSYLVANIA, HAVING ITS PRINCIPAL OFFICE AT 429 FORBES AVE., SUITE 1800, PITTSBURGH, PA 15219 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Tax Collection, Management, and Revenue Distribution Solution, that shall, except as otherwise agreed by the parties, conform to the Appendix A "Scope of Services"; Miami-Dade County's Request for Proposals (RFP) No. 665 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 15, 2009, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the Contractor has represented that it has application Software called TaxSys that when used with other third party products and/or products provided by Contractor in a Software as a Service (SaaS) or Application Service Provider (ASP) model, as identified in this Agreement, will provide the County with a turnkey Tax Collection, Management, and Revenue Distribution Solution which, together with the third party products and other deliverables make up the total System, as defined below. Contractor represents that its personnel or those subcontracted by the Contractor have the knowledge, proficiency, and skills to provide (a) the Services, including any programming/configuration Services needed to modify the System and/or establish interfaces between the System and other County entities, data processing programs, and Software applications as may be hereinafter described, (b) consulting and project management services, (c) data conversion, (d) training and documentation, and (e) hosting, maintenance, and support of the System; and

WHEREAS, the County is not acquiring the Services, System and other items described herein and entering into this Agreement for the Contractor provided System and Services as separate deliverables. Rather, the Contractor acknowledges that the County is purchasing these Deliverables and Services as a comprehensive Tax Collection, Management, and Revenue Distribution Solution (which the County will access over the Internet using Hardware and Software owned by it) in a multi-user environment, with interfaces with other County entities, data processing programs, and Software applications, all in accordance

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with the terms and conditions of this Agreement and all in the context of a SaaS or ASP model;

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

A. County has acquired rights to use the System and Documentation (as defined below).

B. Contractor desires to grant to the County and the County desires to obtain from the Contractor a limited, nonexclusive license for the term of this Agreement to use the System and Documentation (as defined below) in accordance with the terms and on the conditions set forth in this Agreement.

C. Contractor shall provide the required maintenance and support services for the System on the conditions set forth in this Agreement.

ARTICLE 1. DEFINITIONS

1.1 The words "**Agreement**" or "**Contract**" or "**Contract Documents**" shall mean collectively these terms and conditions, Appendix A "Scope of Services," Appendix B "Payment Schedule," Appendix C "Project Timeline," Appendix D "Maintenance and Support Services and Service Level Agreement," Appendix E "Acceptance Procedures," Appendix F "PaymentExpress™ Terms and Conditions", RFP No. 665 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

1.2 **"CCS Documents"** shall mean the documents prepared during the work to be performed hereunder that define the configuration and customization specifications for the System.

1.3 "**Software**" shall mean the programs which (i) tell a computer what to do, and (ii) are required to perform the tasks specified in the Agreement, whether or not the programs are to be supplied by Contractor.

1.4 **"System"** shall mean the turnkey Tax Collection Management and Revenue Distribution Solution which includes the Licensed Software and Third Party Software operating on the Contractor's Hardware that the Contractor will make accessible to the County and Third Party Users through the Internet, as a service, as well as an on-site installation of the System, all as described in this Agreement and the attachments hereto.

1.5 **"GSG"** shall mean Grant Street Group Inc. also known as the Contractor.

1.6 **"TaxSys"** shall mean the hosted, web-based turn-key solution that will be delivered to the County as outlined in "Appendix A" Scope of Services.

1.7 **"Tax Collector's Office"** shall mean the Miami-Dade County Finance Department, Tax Collector's Office.

1.8 **"SaaS"** shall mean Software as a Service owned and managed by the Contractor.

1.9 **"Defect(s)"** shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined below, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.

1.10 **"Deliverable(s)"** shall mean all Software, Software Licenses and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.

1.11 **"Documentation"** shall mean such documentation as delivered by the Contractor to the County and

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accepted by the County prior to Final Acceptance of the System relating to the use, function, and Support of the System. Such Documentation shall mean the training/user guide and other material as made generally available by Contractor to its customers relating to the use and function of the System, as may be amended from time to time by Contractor. Subject to the provisions of this Agreement, County may modify, add to, or customize the Documentation for its internal use and County may copy the Documentation as needed for its internal use at no additional fee.

1.12 **"Final Acceptance"** shall mean the acceptance of the System by the County.

1.13 **"Final Acceptance Criteria"** shall mean the criteria described in Appendix E "Acceptance Procedures" , as later and further developed as part of Stage 1 of each of Parts I and II (as described and set forth in Appendix A "Scope of Services") by which the County will test the System and its functional components and measure it's conformance with the final acceptance specifications in the Scope of Services or final CCS Documents.

1.14 **"Hardware"** shall mean the physical components or equipment that make up a computer system including the programs that control the operations of the computer and support the Software.

1.15 **"Licensed Software"** shall mean the Contractor's TaxSys Software and other proprietary Software developed by the Contractor and required to operate the System, to be provided by the Contractor as part of its SaaS model hereunder and includes each computer program or module, application and patent which makes up the Licensed Software and each copy, translation, Update, Upgrade and Release, together with any materials related thereto normally provided by the Contractor as part of its SaaS model to any other Contractor customers, such as flow charts, logic diagrams, output forms, manuals, specifications, instructions, and any copies of the foregoing, in any medium.

1.16 **"Maintenance"** shall mean any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates as further defined in this Agreement under Appendix D "Maintenance and Support Services and Service Level Agreement".

1.17 **"Releases"** shall mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.

1.18 **"Services"** shall mean the work, duties, and obligations to be carried out and performed by the Contractor under the Agreement and pursuant to Appendix A "Scope of Services". Without limiting the foregoing, the Services to be performed by the Contractor fall into eight (8) general categories: (i) hosting the System on the Contractor's Hardware, (ii) making the System available to the County and Third Party Users and/or Third Party Agents over the Internet as a Service, (iii) Software programming or modification/configuration of the Licensed Software to meet the County's needs as reflected in this Agreement, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion of the County's current data, (vii) training of County staff, and (viii) Maintenance.

1.19 **"Third Party Users"** shall mean those individuals or entities authorized by the County to perform services, access the System, review information, and make inquiries.

1.20 **"Third Party Agents"** shall mean those individuals or entities authorized by the County to perform services on behalf of the County, and with written consent of the Contractor to access the System.

1.21 **"Third Party Software"** shall mean non-Contractor software provided by the Contractor that is necessary for the System to perform its functions, such as, without limitation, operating system, and database software.

1.22 **"Updates"** shall mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.

1.23 **"Upgrades"** shall mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.

1.24 **"Go Live"** shall mean the two dates (shown in Appendix C) that the fully developed System components, accepted by the County, will be placed in a production environment. These dates are subject to change by mutual agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services "Appendix A", 3) the Payment Schedule "Appendix B", 4) the Contractor's Proposal, 5) and the Miami-Dade County's RFP No.665 and any associated addenda and attachments thereof.

ARTICLE 3. GRANT OF LICENSE AND RIGHTS

3.1 Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.

3.2 System License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the County and its full-time, part-time or contract employees (including professional consultants who are not competitors of Contractor and who are subject to the licensing and confidentiality restrictions herein) a limited, nonexclusive license for the term of the Agreement to access and use those components of the System that require a license, including but not limited to the Licensed Software, over the Internet, with an unlimited number of concurrent end user licenses.

3.3 Use of License. The Licensed Software and use of the System is licensed to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation.

3.4 Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any component of the System available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the System in accordance with the Agreement.

3.5 Patent License. On April 21, 2009, the United States Patent and Trademark Office issued to Contractor U.S. Patent No. 7523063 (the "'063 Patent"), which applies to certain of the Services to be provided by Contractor hereunder (i.e., the auctioning of tax lien certificates, the "Auction Services"). In consideration for the fees Contractor is to earn under this Agreement for the Auction Services, Contractor hereby grants to

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County a non-transferable, non-exclusive license to the method described in the '063 Patent for use in connection with County's sale by auction of tax certificates using the auction web site as described in Appendix A "Scope of Services". This license shall expire upon the termination of this Agreement.

ARTICLE 4. DELIVERY

4.1 System. The Contractor shall make the System available to the County through a SaaS or ASP model. The System will be accessible through the Internet by the County.

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

4.3 Documentation. The Contractor shall deliver copies of the Documentation to the County in softcopy (electronic) format, and if requested, in hardcopy.

> 4.3.1 Under no circumstances will the County sell or distribute any copies of the Documentation, including copies made, to other than its employees or individuals assisting the County in its business or governmental operations, subject to County's compliance with its applicable obligations hereunder.

4.4 Updated Documentation. The Contractor agrees to provide the County with revised, modified, and/or updated Documentation that reflects the enhancements/changes/modifications (including without limitation Updates, Upgrades or Releases) made to the System throughout the term of the Agreement.

ARTICLE 5. AGREEMENT TERM

5.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional five (5) year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. MAINTENANCE AND SUPPORT SERVICES

6.1 Contractor Obligations. Contractor shall provide the County with the required hosting, maintenance, and support services for the System as set forth in Appendix D "Maintenance and Support and Service Level Agreement".

6.2 Commencement of Maintenance. Maintenance shall commence upon "Go Live" for Part I as described in Appendix A "Scope of Services" and Appendix C "Project Timeline." The charge for Maintenance is included in the Recurring Fees charged under this Agreement and as further defined in Appendix B "Payment Schedule".

ARTICLE 7. SYSTEM UPDATES, UPGRADES, and/or RELEASES

7.1 Update(s), Upgrade(s), and/or Release(s). The Contractor will notify the County of any intended System Update(s), Upgrades and/or Releases. Contractor will provide the County with the System Update(s), Upgrades and/or Releases as set forth in Appendix D "Maintenance and Support Services and Service Level Agreement" at no additional cost. Notwithstanding the foregoing, Contractor reserves the right to promote Updates, Upgrades, and/or Releases to the System without notice in emergency situations.

7.2 Changes in Florida or United States Law. At no additional cost, the Contractor shall maintain and modify the System to reflect changes in Florida or United States law and ensure that the System complies with State and Federal law with respect to the System's modules that the Contractor is providing under this Agreement, as amended. To the extent that a State or Federal legislative change involves the collection of a new tax requiring the creation of a new module to the System rather than a modification of an existing Contractor Module within TaxSys, Contractor may change an additional fee for such a module. If the Contractor offers such a new module to its customers, the fees charged to the County for such a new module shall not exceed the proportional amount charged by the Contractor to other Florida customers. The Contractor may also offer its customers the opportunity to share the cost of the new module. The Contractor reserves the right to charge additional fees to the County for custom changes that are unique to Miami-Dade County.

ARTICLE 8. COMPENSATION, FIXED PRICING, AND INVOICES

8.1 Compensation. The County agrees to pay the Contractor an implementation fee ("Implementation Fee"), annual recurring license, hosting, maintenance and support fees and such other fees as further described in Appendix B "Payment Schedule".

8.1.1 Subject to any changes approved by the County and amounts payable beyond the initial term of the Agreement, it is acknowledged and agreed by the Contractor that the amounts set forth in Appendix B "Payment Schedule," as well as any online auction, online tax deed application or online escrowed tax payment pass-through charges agreed to by the parties, are the maximum amounts payable and constitute a limitation upon the County's obligation to compensate the Contractor for the System, Services and Deliverables related to this Agreement. The maximum amounts, however do not constitute a limitation upon the Contractor's obligation to perform all items of work required by or which can be reasonably inferred from this Agreement.

8.2 Project Deliverables and Milestone Payments. As further described in Appendix B "Payment Schedule" and Appendix C "Project Timeline", the County will pay the Contractor the agreed milestone payments upon acceptance of project deliverables for the implementation services as listed below:

Project Milestone	Deliverable Description	Milestone Payment Amount
1	Initial Project Plan Delivered	$463,762
2	Phase I - Initial Configuration / Customization Specifications Documents Delivered	$753,612

3	Phase I - Final Configuration / Customization Specifications Documents Delivered	$869,552
4	Phase I - User Acceptance Testing Signoff	$869,552
5	Phase I - Full Training Delivered	$637,672
6	Phase I - Go Live	$869,552
7	Local Server Installation and Failover Test Completion	$115,940
8	Phase II – Updated Project Plan Delivered	$115,940
9	Phase II – Initial Configuration / Customization Specifications Documents Delivered	$115,940
10	Phase II – Final Configuration / Customization Specifications Documents Delivered	$231,881
11	Phase II - User Acceptance Testing Signoff	$115,940
12	Phase II - Full Training Delivered	$173,910
13	Phase II – Go Live	$463,762
Total Implementation Fees to be Paid to the Contractor		$5,797,015

8.3 Fixed Pricing. Subject to Appendix B "Payment Schedule", prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

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

8.5 County Tax Exemption. The County is a tax exempt entity.

8.6 Invoices. The Contractor may submit invoices for the Implementation Fee at the completion of each milestone as described in Appendix B "Payment Schedule". The Contractor may submit the first invoice for the Recurring Fee or any portion thereof one year after the applicable "Go Live" as set forth in Appendix C "Project Timeline" and Appendix B "Payment Schedule," with the first year of such Recurring Fee being prorated as described in Appendix B "Payment Schedule." Thereafter, on each subsequent anniversary date, during the term of the Agreement, the Contractor may submit the annual invoice for the Recurring Fee as set forth in Appendix B "Payment Schedule".

8.6.1 All invoices issued by the Contractor shall be supported by invoices, receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. Invoices for other

Services provided by the Contractor shall be submitted no more often than on a monthly basis, but only, except as otherwise agreed by the parties, after the Services/Deliverables for which the invoices are submitted have been completed.

8.6.2 Invoices shall comply with the requirements of the County's payment policy as described in this paragraph. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County.

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

Miami-Dade County Tax Collector Office
140 West Flagler Street, Suite 1401
Miami, Florida 33130

Attention: Fernando Casamayor

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

ARTICLE 9. PROTECTION OF SOFTWARE

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

a) The Contractor shall retain all proprietary rights in and to all Licensed Software provided hereunder.

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

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

ARTICLE 10. CONFIDENTIALTY

10.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Subject to compliance with the requirements of this Article 10, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered a breach of this Agreement.

10.2 Acknowledgement. Both parties acknowledge that each may be exposed to confidential and proprietary information of the other and providers of Software and confidential and proprietary information, and business information, that information that may be exempted from disclosure or prevented from being disclosed by reason of law. "Confidential Information" must be expressly indentified in writing by the party claiming such confidentiality and such party must provide the other party with a written statement of the nature of such claim. A party that receives the other party's Confidential Information is a "receiving party". Confidential Information does not include the following:

10.2.1 Information already known or independently developed by a receiving party;

10.2.2 Information in the public domain through no wrongful act of a receiving party;

10.2.3 Information received by the Contractor or the County from a third party who was free to disclose it;

10.2.4 Information the disclosing party regularly discloses to third parties without restriction on disclosure; or

10.2.5 Subject to compliance with Section 10.5 hereof, information required to be disclosed by law or an order of the Court.

10.3 Each party agrees to treat (and take precautions to ensure that its employees treat) the other party's Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

a) Subject to Section 10.2 above, all materials, data, transactions of all forms, non-public financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, or to which the County holds the proprietary rights, may constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

b) In addition to the foregoing, all County employee information and non-public County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

10.4 Maintenance of Confidential Information. Each party shall advise each of their respective employees, and to the extent approved in writing by the disclosing party, the receiving party's agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the disclosing party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of the receiving party's

employees, agents, subcontractors or suppliers. In addition, each party agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the other party's Confidential Information.

In furtherance of the foregoing, each party agrees:

10.4.1 To treat the other's confidential information as proprietary to the other;

10.4.2 To not knowingly disclose to any person, other than its employees, consultants, or agents (subject to compliance with this Section 9.4 and Sections 2.2, 2.3 hereof) any confidential information belonging to the other party, and

10.4.3 To inform its employees and consultants of the confidential nature of the others information and of the requirement of nondisclosure.

10.4.4 In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures. Nothing in this provision shall prevent a party from disclosing information of the other, whether confidential or not, where such disclosure is required by law.

10.5 Contractor has represented that the Licensed Software and Documentation are owned by it and are protected by applicable copyright laws. Contractor further represents that the Licensed Software and Documentation constitute trade secrets of Contractor as the term "trade secrets" is defined in Section 812.081 of the Florida Statutes. Contractor claims exemption from disclosure of the Licensed Software and Documentation as provided under Chapter 119, Public Records Law, Florida Statutes. County agrees prior to any disclosure of the Contractor's Licensed Software, and/or documentation related to the Licensed Software under the Public Records Law or other legal obligation, that County will promptly notify the Contractor of any request in writing within three (3) business days of disclosure so that the Contractor may take such action or actions Contractor deems necessary to prevent such disclosure and/or to defend against or settle any suit or proceeding against the County for the failure to make disclosure of the Licensed Software as provided under Chapter 119, Public Records Law, or other legal obligation requiring disclosure by County. The Contractor shall have three (3) business days to respond to such request and take the appropriate action.

10.6 In the event Contractor elects to prevent disclosure as above provided, Contractor agrees at its expense to protect, defend and indemnify County against any claim, demand, action, proceeding, loss, liability, cost and expense (including court costs and reasonable fees of attorneys and other professionals) incurred or suffered by County as a result of any claim against County for the failure to make disclosure of the Licensed Software as provided under Chapter 119, Public Records Law, or other laws requiring disclosure by the County.

10.7 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the non breaching party may be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior

written consent of the County, except that Contractor will be permitted to retain one archival copy to the extent necessary to provide a record of the Services provided hereunder.

10.8 County Data Confidentiality and Use Restrictions. (i) Contractor agrees and understands that all files and other information and data created in connection with this Agreement constitute a public record, except to the extent it is exempt or confidential under Florida Law, including but not limited to Chapter 119 Florida Statutes, from disclosure. Contractor agrees to maintain for public record access such files and to maintain for public record access such files and to maintain for public access such files after termination of this Agreement in accordance with the laws of the State of Florida. (ii) All data and written and oral information exempt or confidential under Florida law, including but not limited to social security numbers, which is obtained, or supplied to the Contractor pursuant to this Agreement shall be kept confidential by the Contractor and shall not be used or disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court of lawful jurisdiction. (iii) To the extent that a County employee or agent causes the unauthorized disclosure of County's Confidential Information, the Contractor shall not be liable or responsible for such disclosure, except to the extent that Contractor or its agents are also a cause of the unauthorized disclosure (provided that the Contractor will not be deemed to have been a cause of the unauthorized disclosure if it was acting on a direction from the County's employees or agents or if the unauthorized disclosure occurred through a County employee or agent's error in using or misuse of the System). All data provided by the County of its agents or Third Party Users under this Agreement and all results derived therefrom through the use of the System shall be and remain the County's property and may be reproduced and reused solely at the discretion of the County.

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

ARTICLE 11. WARRANTIES

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

11.2 Contractor warrants that the System will conform to the supplied specifications and documentation. The Contractor also warrants that the System will meet the requirements set forth in Appendix A "Scope of Services", as documented and agreed to by the County and Contractor prior to delivery. Contractor does not warrant that the operation of the Application will be uninterrupted or error free. County agrees that the System is of such technical complexity that Defects may exist and that, as the County's remedy for breach of warranties contained in this Section 11.2 and in Section 11.3, the Contractor shall correct documented errors which are caused by a defect in the Application.

11.3 The Contractor warrants that the System has been run through a virus detection system, to the extent possible, and is free from currently known viruses, and/or malicious software. Contractor further warrants that it has used commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and related unauthorized intrusions.

11.4 The express warranties provided in Sections 11.2, and 11.3 shall be in effect from the Go Live described in Appendix C "Project Timeline" and for so long as County is paying the Recurring Fee for Maintenance. The Contractor's warranty shall not apply where the Defect in the System is a result of:

a) Use of the System in other than the manner for which it was intended;
b) Damage to the System caused by the County or its employees or agents;
c) Modification of the System by the County not authorized by the Contractor
d) County's or its agents negligence or fault; or
e) County providing improperly formatted data to be processed through the System.

ARTICLE 12. INSURANCE AND INDEMNIFICATION

12.1 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 ("Claims") arising out of, relating to or resulting from, and to the extent caused by, Contractor's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all Claims in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. In the event of any such Claims, County shall provide Contractor with prompt written notice of such Claims and reasonable cooperation in the defense or settlement of such Claims, and shall permit Contractor to control the defense or settlement of such Claims.

12.2 Provided County gives the required notice, cooperation and authority set forth in Section 12.1 above, Contractor shall indemnify and hold harmless County from and against any claims for damages, including reasonable attorneys' fees and expenses, based upon infringement of any United States copyright or patent by TaxSys ("Infringement Claim"). Contractor shall defend or settle any Infringement Claim brought against County by a third party arising out of, or relating to, County's own internal use of the TaxSys.

12.3 In the event of an Infringement Claim, Contractor will have the option: (i) to procure for County the right to continue using such infringing application; (ii) to replace such infringing application with non-infringing application; or (iii) to modify such infringing application to make it non-infringing. If such remedies are not reasonably available, Contractor will have the option to grant County a credit for the unearned portion of the Annual Licensing and Support Fee paid to Contractor for the pro-rated period from the effective date of the infringement to the end of the then current Support Period.

12.4 Contractor shall have no obligation under this Section if the alleged infringement or violation is based upon the use of TaxSys in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of TaxSys or material provided by County.

12.5 The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

or

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

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

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

CERTIFICATE HOLDER MUST READ:

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

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any

and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 13. TERMINATION AND DEFAULT

13.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

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

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

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

a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i)stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and

b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed and for work performed towards the completion of Services in accordance with the Agreement up to the Effective Termination Date; and

c) All compensation pursuant to this Article is subject to audit.

13.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 10 (Confidentiality) or makes an assignment in violation of Article 18 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

13.4 Effective Date of Termination. Termination due to a material breach of Articles 3 (Grant of License and Rights), 9 (Protection of Software), or 10 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.5 Obligations on Termination. Within thirty (30) days after termination of this Agreement, County shall cease and desist all use of the System and Documentation.

ARTICLE 14. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs as described in Article 13.3, in the determination of the non-defaulting party, the non-defaulting party shall notify the defaulting party ("Default Notice"), specifying the basis for such default, and advising the defaulting party that such default must be cured to the non-defaulting party's reasonable satisfaction within a thirty (30) day period. The non-defaulting party may grant an additional period of such duration as the non-defaulting party shall deem appropriate without waiver of any of the non-defaulting party's rights hereunder, so long as the defaulting party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period prescribed. The default notice shall specify the date the defaulting party shall discontinue the Services upon the Termination Date.

ARTICLE 15. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable, subject to the limits set forth in Article 16 below, for all direct damages resulting from the default. 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 16. LIMITATION OF LIABILITY

Except for the express warranties set forth in Article 11 of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the System or Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose.

In no event will Contractor be liable for indirect, incidental, consequential, or other damages including without limitation damages or costs relating to the loss of profits, business, goodwill, or computer programs, even if advised of the possibility of such damages, without regard to the legal theory of such damages, arising out of the use of or inability to use the System or Services provided hereunder. In no event will Contractor's liability to County for damages under any theory of liability or form of action exceed the total amount of fees paid by County to Contractor during the eighteen (18) month period preceding the event that caused such damages.

ARTICLE 17. NOTICES

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

(1) To the County Project Manager:

Miami-Dade County Tax Collector
140 West Flagler Street, Suite 1401
Miami, Florida 33130

Attention: Fernando Casamayor, Tax Collector
Phone: (305) 375 - 1468
Fax: (305) 375 - 4214
E-mail: AT10@miamidade.gov

and to the Agreement Manager:

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

Attention: Director
Phone: (305) 375- 5257
Fax: (305) 375- 5688

(2) To the Contractor

Grant Street Group
429 Forbes Avenue, 1800 Allegheny Building
Pittsburgh, PA 15219

Attention: Dan Veres, Executive Vice President
Phone: (412) 391-5555
Fax: (412) 391-7608
E-mail: dan.veres@grantstreet.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 18. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County, provided that in the event substantially all of Contractor's assets or equity are acquired by a single entity in a single or series of related transactions, Contractor will be permitted to assign this Agreement to such entity.

ARTICLE 19. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due

unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses 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 shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General 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 sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change 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.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) Independent Private Sector Inspector General (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 Trust; (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; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust 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 Trust contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 20. GOVERNING LAW AND VENUE

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Jurisdiction of any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the courts of Miami-Dade County, and venue for litigation arising out of the Agreement shall be exclusively in such courts.

ARTICLE 21. COUNTY USER ACCESS PROGRAM (UAP)

21.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP, provided such fee shall not be applied to any pass-through charges Contractor earns in connection herewith that are paid by third parties. This User Access fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

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

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

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

21.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 22. ANNUAL APPROPRIATION

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

ARTICLE 23. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 24. 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 25. 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 26. 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. County's Project Manager shall have the authority to waive any requirements in the RFP, Appendix A "Scope of Services" or CCS Documents without a corresponding adjustment in fees to Contractor, provided such waiver is confirmed in a written document from the County Project Manager.

b) Subject to the review provisions set forth herein, the Contractor shall be bound by all determinations or orders and shall promptly obey and follow every reasonable 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, subject to the right of a party to seek independent judicial review of such decision in a de novo trial on the merits. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

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

ARTICLE 27. MUTUAL OBLIGATIONS

a) This Agreement, including all attachments and appendices to the Agreement (which may contain

additional terms and conditions to those provided herein), shall constitute the entire Agreement between the parties with respect to the subject matter covered hereby and supersedes all previous communications and representations or agreements, whether written or oral, (including without limitation the Administrative Services for Internet Auction of Tax Certificates, Contract No. 513, dated as of May 9, 2006, as amended and supplemented by the parties), 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 28. 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 29. AUDITS

No more than once annually, 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.

County's right to access to Contractor's books, documents, papers and records shall be subject to reasonable advance notice and shall be done in a manner so as not to disrupt Contractor's normal operations.

ARTICLE 30. 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, which approval will not be unreasonably withheld.

ARTICLE 31. 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 32. 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 33. 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***

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:

    (Section 2.8-1(d)(2) o

    - 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 34. PROJECTS AND SERVICES

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

ARTICLE 35. STATEMENT OF WORK

Prior to the commencement of services for any Project outside of Appendix A "Scope of Services", the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the services to be performed. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 36. LOCAL SERVERS

36.1 The County, and at no additional cost except for the Hardware and Third Party Software costs, and an annual fee associated with maintaining such, all of which as set forth in Appendix B "Payment Schedule,", shall be provided with the TaxSys System (excluding LienAuction®, DeedExpress®, EscrowExpress®, TDTexpress™, PaymentExpress™, and the functionality of the System that generates the public facing web site) that will reside on County premises as provided herein. The Contractor shall install local servers (i.e. the Local Web Servers and Local Database Servers defined herein, collectively, the "Local Servers") on the County's premises. The only County obligations are physical hosting of the Hardware, limited access to the County's network, physical access to the County's site where the Local Servers will be placed (for purposes of routine maintenance), paying initial purchase costs associated with the Hardware and Third Party Software, annual third party fees associated with maintaining such, and replacement purchase costs approximately every five years for the duration of the Agreement.

Prior to the purchase of the Local Servers, Contractor will work with County in an effort to ensure that the County obtains the equipment on the most favorable terms possible. Upon the purchase of the equipment, County agrees that the equipment will be sent to the location designated by Contractor in order that Contractor may install the System on such equipment. The local Licensed Software/System servers ("Local Web Servers") will run the latest version of the Licensed Software/System during scheduled and unscheduled service interruptions, excluding local power failures. The local database servers ("Local Database Servers") will replicate data in near real time, not to exceed ten (10) minutes from the Contractor's primary database ("Primary Database Servers"). In the event of scheduled or unscheduled service interruptions, the Local Database Servers will temporarily become the primary database servers. When service is restored, all updated data on the Local Database Servers will be copied back to the Primary Database Servers. Subject to County's payment of the costs described herein, operation of the onsite environment is included in the Recurring Fees paid to the Contractor.

36.2 Contractor will implement a number of security measures to protect the contents of the Local Servers to limit County's access to the Local Servers. Such measures will include use of a variety of password and encryption techniques. With respect to security measures used, the County may have access to the passwords, and other methods necessary to gain access to the Local Servers, utilizing the Miami-Dade Clerk of Courts as the third party escrow agent (subject to Contractor, County and the Clerk entering mutually acceptable escrow agreement) following the occurrence of one of the events described below in Section 38.4.

36.3 During each contract year, the Contractor will, jointly with the County, conduct three (3) failover tests, two scheduled and one unscheduled, using the Local Servers to demonstrate that failover procedures and the System are working properly. The County will determine the date and time of the unscheduled failover test provided it can be started and completed during Business Hours (8:00 AM ET to 6:00 PM ET) on a County work day. The County reserves the right to conduct additional failover testing before and after a County declared emergency. The Contractor shall be notified upon the declaration of a County emergency, and will work with the County to establish a timeframe for completion. In conducting such tests, the parties will coordinate with the third party escrow agent to obtain the passwords necessary to gain access to the System on the Local Servers, and at the completion of the tests, Contractor will change the passwords and provide such new passwords to the escrow agent for safekeeping.

36.4 Contractor will grant the County access to the Local Servers in the event of:

i. A situation in which both the Internet and phone lines at the Contractor's or County's main office(s) are out of service; or
ii. Contractor's bankruptcy, liquidation, dissolution or insolvency or any other failure to perform or material violation of this Agreement ("Events of Default").

Such events shall result in automatic access by the County to certain contents of the Local Servers that will enable the County to run the Licensed Software/System from the Local Servers ("Automatic Access"), provided the County complies with the requirements set forth in this Article. Notwithstanding the foregoing, a dissolution or liquidation of the Contractor under which a successor to the Contractor expressly assumes the obligations of the Contractor under this Agreement is not grounds for Automatic Access; to the extent the functionality of the System is not impaired.

36.5 When Automatic Access is granted as a result of the circumstances described above in 38.4 (i), it shall be rescinded immediately after verification by the County that service is restored.

36.6 Upon grant of Automatic Access pursuant to this Section, the County shall have a limited, non-exclusive, non-transferable license (the "Special License") to run the Licensed Software from the Local Servers solely in connection with the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation, including the publicly accessible component of the System. The term for such Special License under the circumstances described in clause 38.4(ii) above shall be for a period equal to the greater of (i) the time remaining until the fifth anniversary of Go-Live, or (ii) eighteen (18) months, and no Recurring Fee shall be due or applicable during such a Special License period. The County agrees that its use of the Licensed Software will be limited to the terms of this Agreement and the County further agrees that during such period it will not transfer or disclose any Confidential Information to any third party.

ARTICLE 37. WARRANTY AS TO INTELLECTUAL PROPERTY INFRINGEMENT

Contractor represents and warrants that at the time of entering into this Agreement no claims have been asserted or action or proceeding brought against the Contractor which alleges that all of any part of the Licensed Software to be supplied by the Contractor or the operation or use thereof by the County, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is the Contractor aware of any such potential claim. The Contractor also represents and warrants that it's Services and Deliverables to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.

ARTICLE 38. COUNTY RESPONSIBILITES

County responsibilities under this Agreement include:

a) Installing all required communication networks and related equipment (including adequate and unfettered bandwidth) and services necessary to support the System;
b) Installing and maintaining all personal computers (and all software used to operate such personal computers, including without limitation web browser software) used to access the System;
c) Explaining System requirements to the Contractor personnel well in advance of Delivery;
d) Delivering, via electronic media, accurate copies of County data that is requested by the Contractor and necessary to perform the Services;
e) Except as otherwise provided in Appendix A "Scope of Services", fully utilizing each of the features of the System described in Appendix A "Scope of Services" for the business purposes for which the features were designed;
f) Informing the Contractor reasonably in advance of changes in the County hardware and software and their configuration that may impact in any way the performance of the System or interfaces between the System and other applications or software in use by the County; and

g) Responding to, and causing its third party providers with whom Contractor will need to interface to respond to, Contractor's reasonable requests for information with respect to the Services being provided pursuant to the Agreement.

h) Training County end users after Contractor-led train-the-trainer sessions.

ARTICLE 39. TESTING, ACCEPTANCE, OR REJECTION OF THE SYSTEM

39.1 There shall be multiple testing periods during which the System and/or its functional components (e.g., functionalities for tax, cashiering, business tax, etc.) as described in Appendix A "Scope of Services" can be used by County. County shall not use the System (or particular functional component of the System) as its sole production tax and license system (or applicable module of its production tax and license system) without granting acceptance as provided herein. The purpose of the testing period is to permit County to determine whether the System (or the functional component) has been properly installed so that it:

I. Properly functions in accordance with the Final Acceptance Criteria and provides the capabilities described therein; and

II. At the conclusion of each of Part I and Part II, as described in Appendix A "Scope of Services," properly functions on the Local Server(s) as agreed upon by and between Contractor and County.

39.2 The testing and acceptance procedures for the System shall be governed by Appendix E "Acceptance Procedures." The criteria to be utilized for acceptance of each module to be provided by the Contractor shall be mutually developed and agreed upon during the GAP analysis to be performed during Phase I of the implementation of the System.

Any dispute as to whether any Deliverable complies with any applicable acceptance criteria shall be subject to the dispute resolution process set forth in Article 26 of this Agreement.

ARTICLE 40. EXTENSION OF TIME

a. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and

ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and

iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of

delay; and

iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.

b. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

c. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

d. The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.

e. Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

f. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.

g. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

h. Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 46 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 41. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 40 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 42. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 40 and 41 "Extension of Time" and Extension of "Time Not Cumulative ".

ARTICLE 43. CHANGES AND EXTRA WORK

a. The County reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Work required by this Agreement. Any such work shall be known as "Extra Work". It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the County for Extra Work shall be computed on the basis of the applicable hourly rates set forth in Appendix B "Payment Schedule" or as a fixed price engagement. The parties shall negotiate in good faith to reach a mutually agreeable price to be paid by the County for the Contractor's performance of such Extra Work. Extra Work so ordered must be performed by the Contractor.

b. No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be Extra Work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he/she deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the County to take such action as

it may deem advisable in light of such disputed work.

c. No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The County may only be bound hereunder by a properly authorized officer of the County.

ARTICLE 44. LIQUIDATED DAMAGES

The Contractor and the County acknowledge that time is of the essence in the performance of the Work and that damage in the event of the delays and disruptions set forth below will be difficult to ascertain. The Contractor and the County will work collectively to provide the required resources to ensure the services to be performed are completed in a timely manner as defined in Appendix A "Scope of Services". Adjustments may be required throughout the implementation of the System and Project Timeline. These changes shall be mutually agreed by both parties and incorporated into Appendix C "Project Timeline". Contractor will be liable for liquidated damages only in the event of the Contractor being solely responsible for delays in such performance. 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 Contractor fails to furnish acceptable Deliverables by the time frames set forth in the Project Timeline, the Contractor shall be assessed liquidated damages in an amount equal to $1,000.00 for each day until the County accepts the Deliverable.

2. In the event testing of each module, data conversion and user acceptance testing is not completed by the timeframe set forth in the Project Timeline, herein attached as Appendix C, as such timeframe may change from time to time, the Contractor shall be assessed liquidated damages in an amount equal to $1,000.00 per day for each day until testing of each module, data conversion and user acceptance testing is successfully completed.

3. In the event any Software module fails to successfully complete Final System Acceptance Criteria, and it is not completed and provided to the County by the timeframe set forth in the Project Timeline, herein attached as Appendix C, Contractor shall be assessed liquidated damages in an amount equal to $1,000.00 per day for each day until the specific software module successfully completes testing and meets the Final Acceptance Criteria.

4. In the event the County does not accept the TaxSys System because the software does not perform as stipulated in the Scope of Services, CCS Documents, and does not meet the Final Acceptance Criteria, the Contractor shall refund all dollars paid to the Contractor, less any amounts paid for Liquidated Damages.

ARTICLE 45. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but

not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

ARTICLE 46. OWNERSHIP OF DATA

Any and all reports, surveys, and other data and data compilations provided or created in connection with this Agreement, are and shall remain property of the County, to the extent permitted by law. In the event of termination of the Agreement, any reports, surveys, and other data and data compilations obtained or prepared by the Contractor in connection with this Agreement, whether finished or unfinished, shall become the property of the County and shall be delivered by the Contractor to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to the Contractor shall be withheld until all documents and/or data are received as provided herein. Contractor shall not compile, collect, store, or distribute any data obtained pursuant to this Agreement unless expressly authorized herein. The County has the absolute and unrestricted right to convert its data from the format used by the System to any other format.

The County shall have the option of receiving its data at any time in XML format, or in another format as may be mutually agreed to by the County and the Contractor.

ARTICLE 47. BANKRUPTCY RIGHTS OF THE COUNTY

All rights and licenses granted under or pursuant to this Agreement or any attachment hereto by the Contractor to the County are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that the County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against the Contractor under the Code, the County shall be entitled to retain all of its rights under this Agreement.

ARTICLE 48. SECURITY

Contractor shall implement commercially reasonable measures to protect the security of the County's data and to prohibit unauthorized access to such data, which will include allowing access to the TaxSys application and the System only through 128-bit SSL connections.

ARTICLE 49. PCI COMPLIANCE

PCI Data Security Requirements:

I. Contractors with access to payment card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements.

II. Contractor agrees that they are responsible for security of cardholder data in their possession.

III. Contractor agrees that data can ONLY be used for assisting the County in completing a transaction, supporting a loyalty program, supporting the County, providing fraud control services, or for other uses specifically required by law.

IV. Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

V. The Contractor will contact the County's Chief Security Officer and immediately to advise them of any breaches in security where card data has been compromised. The Chief Security Officer shall be contacted utilizing the below information:

Lars M. Schmekel, Chief Security Officer
Miami-Dade County Enterprise Technology Services Department
Enterprise Security Office
5680 SW 87 Ave, Miami, Florida 33128
Phone: 305-596-8779
E-mail: lars@miamidade.gov

VI. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

VII. Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

VIII. The Contractor will provide the County's PCI Compliance Officer Documentation showing PCI Data Security certification has been achieved.

IX. The Contractor will advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements.

a. Failures include, but are not limited to system scans and self-assessment questionnaires.

b. The Contractor will provide a time line for corrective action.

The County reserves the right to amend the PCI Data Security requirements as required to ensure PCI compliance throughout the term of the Agreement including any extensions or renewals exercised in the sole discretion of the County. The Contractor shall be advised of any changes according to the process defined in Article 17 "Notices".

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

CONTRACTOR	MIAMI-DADE COUNTY
By: Daniel Veres	By: _____
Name: Daniel J. Veres	Name: _____
Title: Executive Vice President	Title: _____
Date: 1-14-2010	Date: _____
Attest: _____ Corporate Secretary	Attest: _____ Clerk of the Board
Corporate Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Appendix A - Scope of Services

A. Overview

Implementation of the System is anticipated to occur over a nearly 24-month period in two major parts ("Part I" and "Part II," each a "Part"), with Part I being the delivery of the Property Tax, Bankruptcy and Cashiering components of the System, and Part II being the delivery of the Local Business Tax and Tourist and Convention Development Tax components. Each Part will be implemented in two stages ("Stage I" and Stage II" for each Part). Part I will begin after receipt of a formal Notice to Proceed from the County.

Stage I - Document Development consists of project planning and project document development, including development of a detailed Work Breakdown Structure (WBS) with all of the steps necessary to implement the system.

Stage II - Implementation and Conversion includes completion of the work detailed in the WBS from Stage I, leading up to and including going live in production on the System.

Stage III - After implementation is completed for Part I, Go-Live, System Maintenance begins and will last for the duration of the term of the Agreement.

B. Detailed Breakdown of Stages

(Columns to the right designate the Part or Parts to which the Activity or Deliverable applies)

Activities and Deliverables	Phase I	Phase II
Stage I - Document Development		
Plan Phase		
Activities to be completed:		
Establish resources for the project		
Prepare for the kickoff meeting		
Prepare project management documents		
Conduct the kickoff meeting		
Schedule initial discovery / requirements gathering / gap analysis sessions	√	√
Schedule parallel periods	√	√
Deliverables		
Resource plan including:		
Contact list		
Project organization chart		
Project management documents		
Detailed project plan		
Implementation timeline		
Risk management plan		
Communications plan *(including templates for status reports, action items, and issues)*		
Design Phase		
Activities to be completed:		
Conduct hardware survey		

Activities and Deliverables	Phase I	Phase II
Obtain initial data extract from County system with balancing reports	√	√
Create data conversion specifications	√	√
Conduct initial discovery / requirements gathering / gap analysis sessions for:		
Current Property Tax	√	
Delinquent Property Tax	√	
Tourist and Convention Development Taxes		√
Local Business Taxes		√
Cashiering and Payment Processing	√	√
Distribution and Refunds	√	√
Reporting	√	√
Printing	√	√
Bankruptcy	√	
Interfaces	√	√
Conduct multiple parallel periods for all modules to establish needed configurations and perform gap analysis.	√	√
Create configuration and customization specifications documents	√	√
Create project master plan including:		
Testing plan – details what types of testing will be done, when the testing will take place, and by whom.	√	√
Training plan – details when training will occur, who the audience will be, facilities to be used, and documentation that will be used during the training.	√	√
Support plan – details what support is available, when support is available, how to reach customer service, and how support requests are handled by Contractor.	√	
Create user acceptance test plan and system acceptance test plan.	√	√
County to Complete the Following:		
Participation in multiple parallel periods for gap analysis and establishment of necessary configurations.	√	√
Data verification guides	√	√
Deliverables		
Hardware survey	√	√
Initial data extract with balancing reports (County)	√	√
Configuration and Customization Specifications documents ("CCS Documents" defined in the Agreement)	√	√
Project master plan	√	√
Testing plan	√	√
Training plan	√	√

Activities and Deliverables	Phase I	Phase II
Support plan	√	
User acceptance test plan	√	√
System acceptance test plan	√	√
Parallel Period Participation Worksheets (County)	√	√
Data verification guides (County)	√	√
Stage II – Implementation and Conversion		
Build Phase		
Activities to be completed:		
Conversion code written and data loaded into the System testing environment	√	√
Configure the following elements of the System:		
Site-wide settings	√	√
Module-specific settings for:		
Property Tax	√	
Tourist and Convention Development Taxes		√
Local Business Tax		√
Bankruptcy	√	
Distribution and Refunds	√	√
Public Site settings	√	√
Cashiering settings, including:	√	√
Locations/Stations/Drawers	√	√
Item and payment type permissions	√	√
Receipt numbers	√	
Required/optional data fields	√	
Reconciliation settings	√	
Drawer cash limits, overage and shortage limits	√	√
Fees and Distribution rules	√	√
Forms and Printing settings	√	√
User accounts	√	√
User Roles and Permissions	√	√
Write configuration code for the following:		
Custom forms and printing	√	√
Preferred searches	√	√
Cashiering item types and payment types	√	√
FRVIS servers and locations	√	
Develop the following, in conjunction with the County:		
Standard reports in the System	√	√
Workflows and procedures	√	√
User preferences for each user	√	√
Hardware settings and configurations	√	√
Write interface code for:		
Finance system (FAMIS)	√	√

Activities and Deliverables	Phase I	Phase II
Document management system (OPEX)	√	
High-speed remittance processing	√	
Bill printing vendor	√	
Lockbox	√	
Payment Processing (Websphere)	√	
Property Appraiser's Office, including:		
Roll Corrections	√	
Splits/Joins	√	
Tax Roll Loading	√	
Develop detailed specifications and write code for new functionality / customizations identified as gaps in the Configuration and Customization Specifications documents	√	√
Deliverables		
A test environment of the System with:		
County data loaded to approximately 90% accuracy	√	√
System configurations as described above	√	√
Coded configurations as described above	√	√
Coded interfaces as listed above	√	√
Agreed upon new functionality / customizations coded and implemented	√	√
A Tracking matrix for tracking ongoing development work back to the Configuration and Customization Specifications documents.	√	√
Verify Phase		
Activities to be completed:		
One or more orientation sessions will be conducted for those users who will be verifying the data.	√	√
Data will be verified and balanced once it is converted, loaded into a test environment, and substantially accurate.	√	√
Additional data verification and balancing until acceptable to County for final conversion.	√	√
Application testing will be done by Contractor to confirm that the site is configured correctly and that all new functionality and customizations are working as designed.	√	√
User Acceptance Testing will be completed by County to verify that the site meets the requirements set forth in the Configuration and Customization Specifications documents.	√	√
System Acceptance Testing will be completed by County to verify that System as a whole functions properly.	√	√
Per-module parallel periods will be performed by County to verify that the site is configured correctly and	√	√

Activities and Deliverables	Phase I	Phase II
that all new functionality and customizations are working as required.		
Final, site-wide parallel period in anticipation of the final conversion from County's legacy system to the System.	√	√
Deliverables:		
New user orientation guide	√	√
User Acceptance Testing issue list	√	√
System Acceptance Testing issue list	√	√
Signoff on data verification worksheets (County)	√	√
Signoff on User Acceptance Test (County)	√	√
Signoff on System Acceptance Test (County)	√	√
Deploy Phase		
Activities to be completed:		
Training will be conducted on-site in County facilities and will follow an instructor-led curriculum tailored to the needs of county that will walk users through the functionality available within the System.	√	√
On-site Servers deployed.	√	
Final conversion to the System.	√	√
Public site deployment will occur the first business day after final conversion.	√	√
Deliverables		
Instructor-led curriculum on System functionality.	√	√
User guides in electronic format.	√	√
On-site Servers deployed	√	√
A live, production environment containing the System with County data and agreed-upon functionality enabled.	√	√
Sign-off of data verification (County).	√	√
Public site deployed to specifications.	√	√
Stage III – Hosting, Maintenance and Support		
Close Phase		
Activities to be completed:		
Hosting of System test, demo, disaster recovery and production environments, Including:		
Server hardware and software maintenance and operation.	√	
High availability and disaster recovery network equipment maintenance and operation.	√	
System and database administration and tuning.	√	
Capacity planning	√	
Backup and recovery	√	

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Activities and Deliverables	Phase I	Phase II
Support	√	
Required maintenance and enhancements.	√	
Deliverables:		
Sign-off on Final Acceptance (County)	√	√
Promotion reports	√	
Notices of scheduled maintenance	√	
Status meetings and notes	√	
Notices of TaxSys Advisory Group meetings and telephone conference calls.	√	

C. System Acceptance

System Acceptance shall be completed in accordance with the Acceptance Criteria as further developed and negotiated between the County and the Contractor during Stage I. Completion of the project is dependent upon deliverables from both Contractor and County. Should the County fail to meet its obligations as set forth in the Project Plan, the resultant time delay will be added to the completion date. Should Contractor, due to circumstances within its control, fail to meet deliverable dates, or cause County to fail to meet deliverable dates, Contractor will take necessary actions to ensure the completion dates are met. The County retains the right to assess liquidated damages as outlined in Article 44.

D. Additional Services

The additional services described in this Section will be provided to County at the prices listed in Appendix B "Price Schedule" and charged to third parties (to the extent permitted by law). The descriptions include specifications regarding both the functionality of the particular services, as well as hosting and support services provided in connection with such services. County agrees to use during the initial term of this Agreement (i) the LienAuction® services described in item 1below; and (ii) if and when legislation becomes effective authorizing the collection of fees from third parties for the services described in items 4 and 5 below (DeedExpress™ and EscrowExpress™), the services described in items 4 and 5 below.

The County reserves the right to exercise its option to discontinue these additional services at any time following the initial contract term. Should the County elect to terminate any one of the additional services at the time of exercising an Option-to-Renew; the County will notify the Contractor 120 days prior to the expiration of the contract term and the price schedule shall be amended by mutual agreement for the recurring fees applicable to future Option-to-Renew terms. The revised fee schedule will be negotiated and agreed by both parties through contract amendment. If the parties are unable to reach an agreement, the contract may be terminated prior to exercising the Option-to-Renew term.

1. Online Tax Certificate Auctions (LienAuction®)

Subject to payment by County of pass-through charges to be collected from third parties, Contractor shall provide a custom tax certificate auction web site for the County and administer tax certificate sales on the web site.

The procedures and technical requirements of the Online Tax Certificate Auction module shall be substantially as described herein. County will not be responsible for any costs or fees associated with the Online Tax Certificate Auctions as the costs/fees will be paid by third parties. County will be responsible for paying to Contractor the agreed upon compensation, but in no event will such compensation exceed the costs/fees paid by third parties.

2. Auction Web Site

Contractor will host a tax certificate auction web site branded to match the look and feel of County's primary web site. This site will be used to make information available to bidders and conduct online auctions using a process that replicates a live, public outcry auction.

a. Contractor will populate the web site with data provided by the County:
   1. A list of properties with delinquent taxes (typically referred to as an advertising list)
   2. Data on bidders who participated in previous auctions
   3. Sources of additional data (tax records, appraiser's web site and links to GIS maps, if available).

b. Contractor will provide training for bidders including an online auction demo, practice auctions and an on-site Bidder Orientation Session (at the discretion of the County).

3. Tax Certificate Auction Administration

a. On the date when properties with delinquent taxes are advertised in local newspapers (the advertising date), Contractor will post the same list on the web site. Auctions conducted on the web site may include both annual sales typically ending on or before June 1st each year and supplemental certificate sales at the discretion of the County.

b. Starting on the advertising date, bidders can prepare to bid and submit bids. Bidders will use the auction web site to perform all tasks normally associated with the tax certificate sale including:

   1. Research certificates
   2. Submit an IRS W-9 form
   3. Submit additional registration forms or other information as specified by the Tax Collector
   4. Pay a security deposit
   5. Obtain a bidder number
   6. Submit bids
   7. View and download auction results
   8. Pay for purchased certificates

Bidders will not be allowed to submit bids until they complete all steps required by the County and receive a bidder number assignment.

Bidders may complete the above tasks any time between the advertising date and the time batches close in the auction.

c. Contractor will provide technical support to bidders via phone and e-mail between 8:00 am and 6:00 pm Eastern Time on business days when auctions are active.

Contractor will close an auction on the date chosen by the County, normally 2 to 4 weeks after the advertising date. Certificates may be divided into batches, which close hourly during the day of the sale (e.g., Batch 1 will close at 9:00 a.m., Batch 2 will close at 10:00 a.m. and so on). Bidders can submit bids for certificates any time between the advertising date and the time the batch containing the certificates closes. Once a batch closes, the system determines the winning bidders and results are released immediately. Both the County and bidders can access batch results using the Results page on the web site as soon as a batch closes.

d. After the auction is closed, bidders with purchases exceeding their deposits will authorize payment for the balance due via Automated Clearing House (ACH) on the tax certificate auction web site. Contractor will use a third party payment processor to initiate the ACH transfer.

All payments made through the web site will settle directly to the account designated by the County. Following the sale, the County can refund unused security deposits via ACH using an interface on the auction web site.

e. After the auction, Contractor will transfer data from the tax certificate auction to TaxSys. Data will typically include applicable information on bidders, winning bids and payments.

f. Contractor will mark auction results as "final" on the web site following the County's review and approval.

g. The County, Contractor and bidders can access auction results on the web site in an auction archive which is available indefinitely.

h. Contractor will create and administer an additional auction on the web site for the purpose of auctioning "county-held" certificates at the request of County. This sale will be subject to the fee for Online Sales of Tax Certificates described in Appendix B "Payment Schedule".

4. Online Tax Deed Application (DeedExpress®)

Contractor shall provide software to electronically process tax deed applications via the web site including the following features:

a. Investor Functionality:
   1. Allows for affiliate bidders to be added to the account
   2. Download an estimate file including all issued certificates and the status of eligibility for tax deed application
   3. Upload a list of certificates to surrender for tax deed
   4. Apply online for tax deeds including E-signature of DR-512 forms
   5. Request refund
   6. View status changes of user's certificates
   7. Email notification of completed steps

b. Administrative Functionality
   1. Create bulk estimates
   2. Create bulk applications
   3. Cashier applications in bulk
   4. Generate reports in TaxSys
      a. To view certificates that have been uploaded for application
      b. To view deeds applied via DeedExpress
      c. To print in bulk the DR-512 and partial/complete DR-513 forms
   5. Email notification of completed steps
   6. Electronically notify Clerk to process DR-513 forms
   7. Electronically notify title company to begin search

Payments will be remitted by applicants to County in the manner prescribed by County. Contractor will not supply means for such payments as part of the DeedExpress service.

5. **Online Escrow Processing and Payment Module (EscrowExpress®)**

Contractor shall provide an online escrow processing and payment module for escrow companies and tax paying agents, which shall be substantially as described herein and may be further refined and modified.

Escrow companies and tax paying agents using the online service must be registered prior to being able to access the web site. Registration provides access to the following services:

a. Portal - escrow company access from a single portal via the Internet.
b. Data Available for Download:
   1. Historic Roll Archive (pre-roll conversion) – Available any time
   2. Historic Roll Archive (post-roll conversion) – Available after the Tax Collector loads the roll.
c. Updating Associated Accounts (Request File)
   1. An online escrow processing user may upload the list of real estate accounts to TaxSys for which the escrow or servicing company plans to make a payment.
   2. The list includes the escrow company code associated with each account.
   3. All uploads will be stored and catalogued permanently within the System, along with the relevant statistics and reports.

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4. The following statistics and reports will be available within EscrowExpress after a Request File is imported:
   - Total count of accounts requested
   - Total count of accounts with unpaid delinquent taxes (downloadable via the roll file, listing the accounts with outstanding delinquencies)
   - List of bad records due to any of the following issues:
     - Invalid account number formats
     - Invalid escrow code in upload
     - Duplicate accounts
5. Any import file that is not properly formatted will be rejected, with the appropriate error message to assist in resolving issues.

d. Making Payment (Payment File)

1. Payment file upload – EscrowExpress users upload a Payment File, listing all accounts they intend to pay taxes for and the associated amount due. This information is provided to the user in the downloaded active roll file.
2. All uploads will be stored and catalogued permanently within EscrowExpress, along with the relevant statistics and reports.
3. The following statistics and reports will be available after a Payment File is imported:
   a. Total count of accounts paid
   b. Total amount paid
   c. Total count of accounts paid with outstanding delinquent taxes (downloadable via the roll file, listing the accounts with outstanding delinquencies)
   d. List of bad records due to any of the following issues:
      - Invalid account number formats
      - Invalid escrow codes
      - Duplicate accounts
      - Paid accounts (including an indication of who paid the tax)
      - Erroneous payment amounts
4. Any import file that is not properly formatted will be rejected with the appropriate error message to assist in resolving issues.
5. Paying for taxes due - Prior to applying payment for taxes due, an EscrowExpress user must send a check/wire to the County. This payment is recorded and the funds are credited to the user. The money then becomes available to use for payment of taxes. Any unused funds can be requested to be refunded later.

e. Administrative dashboard view via TaxSys to monitor EscrowExpress user activity and progress on the site, such as:

1. Roll file download date
2. Request file upload date
3. Payment file upload date
4. Amount deposited

5. Total Paid and number of accounts paid
6. Refund requested, date and how much

6. Online Tourist and Convention Development Tax Processing (TDTexpress™)

Contractor shall provide an online Tourist and Convention Development tax filing and processing interface. The interface will allow Tourist and Convention Development Tax filers to:

a. login securely using private account number and password;
b. file returns online; and
c. remit payments through County's electronic payment processor.

7. Florida Real-time Vehicle Information System Interface (FRVIS Express™)

Contractor shall provide an online interface for the processing of Florida Real-time Vehicle Information System (FRVIS) transactions directly through TaxSys. This functionality is provided for in part through a direct connection between TaxSys and the State's Division of Motor Vehicles' FRVIS databases. Should County choose to utilize the FRVIS interface, County will first need to provide Contractor with the following:

a. A username and password for the FRVIS production, test, and fee type databases for each of the County's DMV branch office that has its own FRVIS database.
b. The IP address of each of the County's DMV branch FRVIS database server.
c. Access to each of County's production FRVIS database servers via a VPN connection to the Local Server or using hardware recommended by Contractor.

The FRVIS module includes:

a. Cashiering Functionality:

1. Importing unpaid FRVIS transactions from the FRVIS database
2. Cashiering unpaid FRVIS batches from within TaxSys
3. Updating FRVIS batches paid in TaxSys with a paid status in the FRVIS database
4. Reverting FRVIS batches to unpaid when a transaction or tender is voided in TaxSys.
5. Processing of over and under payments
6. Processing transactions containing both tax and FRVIS items
7. Providing validated receipts printed directly from TaxSys

b. Administrative Functionality

1. FRVIS distribution reporting
2. Tracking of FRVIS Batch Status in both the TaxSys and FRVIS systems
3. Interface with the County's accounting system, when such interface is developed.

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8. PaymentExpress™

At County's option and election, the Contractor will provide to County the Contractor's electronic payments processing product known as PaymentExpress. This product will be delivered subject to the terms and conditions set forth in Appendix F "PaymentExpress Terms and Conditions".

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APPENDIX B – PAYMENT SCHEDULE

APPENDIX B - PAYMENT SCHEDULE

Initial Five Year Term Agreement Value = $8,842,975 (Implementation Fees + Recurring Fees)

Implementation Fee Schedule:

1.1	Initial Project Plan Delivered	8%	31-April-2010	$463,762	
2.1	Initial Configuration /Customization Specifications Documents Delivered	13%	30-Sep-2010	$753,612	
2.2	Final Configuration /Customization Specifications Documents Delivered	15%	15-Dec-2010	$869,552	
2.3	User Acceptance Testing Signoff	15%	15-May-2011	$869,552	
2.4	Full Training	11%	30-Jun-2011	$637,672	
2.5	Go-Live	15%	8-Aug-2011	$869,552	
3.1	Installed and Fail-Over Test Completed	2%	12-Sep-2011	$115,940	
4.1	Updated Project Plan Delivered (for Part II)	2%	31-Jan-2011	$115,940	
4.2	Initial Configuration /Customization Specifications Documents Delivered	2%	31-Aug-2011	$115,940	
4.3	Final Configuration /Customization Specifications Documents Delivered	4%	31-Oct-2011	$231,881	
4.4	User Acceptance Testing Signoff	2%	13-Jan-2012	$115,940	
4.5	Full Training	3%	31-Jan-2012	$173,910	
4.6	Go-Live	8%	13-Feb-2012	$463,762	
	Local Servers Installed and Fail-Over Test Completed*		30-Jun-2011	~$150,000	~$15,000
	* With respect to third party Hardware and Software described in Article 36 of the Agreement, "Local Servers", subject to the terms of such article, Contractor will purchase such third party Hardware, Software and related maintenance and support and pass-through the cost for such without markup to the County, and County agrees to pay Contractor for such costs.				

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RECURRING FEE SCHEDULE:

Recurring Fees (Payable Annually in Advance) Hosting, Maintenance, and Support Services	Tentative Delivery Date	Annual Fee Payment
1st Annual Recurring Fee for Part I (77% of Total), Prorated until Sept. 30, 2012 (54 days)	Aug-2012	$79,970
1st Annual Recurring Fee for Part I (77% of Total)	Oct-2012	$540,540
1st Annual Recurring Fee for Part II (23% of Total), Prorated until Sept. 30, 2013 (230 days)	Feb-2013	$101,742
2nd Year Annual Recurring Fee	Oct-2013	$737,100
3rd Year Annual Recurring Fee	Oct-2014	$773,955
4th Year Annual Recurring Fee	Oct-2015	$812,653
[illegible]	[illegible]	[illegible]

Description of Fees:	Term	Annual Fee Payment
OTR 1 – Term of 5 Years – Annual Installment Fees		
Year 1 Hosting, Maintenance, and Support Fees	2016	$853,286
Year 2 Hosting, Maintenance, and Support Fees	2017	$895,950
Year 3 Hosting, Maintenance, and Support Fees	2018	$940,748
Year 4 Hosting, Maintenance, and Support Fees	2019	$987,785
Year 5 Hosting, Maintenance, and Support Fees	2020	$1,037,174
	Total OTR 1:	**$4,714,943**
OTR 2 – Term of 5 Years – Annual Installment Fees		
Year 1 Hosting, Maintenance, and Support Fees	2021	$1,089,033
Year 2 Hosting, Maintenance, and Support Fees	2022	$1,143,485
Year 3 Hosting, Maintenance, and Support Fees	2023	$1,200,659
Year 4 Hosting, Maintenance, and Support Fees	2024	$1,260,692
Year 5 Hosting, Maintenance, and Support Fees	2025	$1,323,727
	Total OTR 2:	**$6,017,596**

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OTR 3 – Term of 5 Years – Annual Installment Fees		
Year 1 Hosting, Maintenance, and Support Fees	2026	$1,389,913
Year 2 Hosting, Maintenance, and Support Fees	2027	$1,459,409
Year 3 Hosting, Maintenance, and Support Fees	2028	$1,532,379
Year 4 Hosting, Maintenance, and Support Fees	2029	$1,608,998
Year 5 Hosting, Maintenance, and Support Fees	2030	$1,689,448
	Total OTR 3:	$7,680,147

EXTRA WORK/HOURLY RATE SCHEDULE:

Position	Proposed Rate
Conversion Manager	$ 225 Per Hour
Programmer	$ 225 Per Hour
Junior Programmer	$175 Per Hour
Web Developer	$ n/a Per Hour
Consultant	$ 250 Per Hour
Trainer	$190 Per Hour
System Administrator	$ 225 Per Hour
Database Administrator	$ 225 Per Hour

Beginning on the first Option-to-Renew period exercised, in the sole discretion of the County, the hourly rates listed above will be subject to an escalation based on the percentage change in the Consumer Price Index, as described below. Those increased rates shall remain firm and fixed over the term of the renewal.

The CPI escalator referenced in the foregoing paragraph will be the rate of increase in the then most recently released Bureau of Labor Statistics "Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average.

ADDITIONAL SERVICES:

FEE FOR ONLINE SALES OF TAX CERTIFICATES (LienAuction®):

(A) In consideration for tax certificate auction services, County shall pay (or cause to be paid) the following fee to Contractor, which is based on charges collected from third parties that are passed through to Contractor:

For each Tax Certificate advertised and listed for sale on the Web Site that is subsequently (i) paid before such Tax Certificate is auctioned, (ii) sold using the LienAuction Web Site; or (iii) struck to the County and later purchased or redeemed, County shall pay Contractor fifteen dollars ($15.00).

(B) Any fees earned by Contractor in connection with tax certificate sales shall be accrued and distributed to Contractor at the next scheduled time that County makes a regular delinquent real estate tax distribution.

(C) For each Tax Certificate sold in error or canceled, Contractor will receive no fee.

FEE FOR ONLINE TAX DEED APPLICATION SERVICES (DeedExpress®):

If and when legislation authorizing County to assess a special charge for online tax deed applications becomes effective, such newly authorized special charge will be paid to Contractor in consideration for online tax deed application services in an amount which is the lesser of (i) $100 per tax deed application or (ii) if applicable, the statutorily authorized maximum amount per tax deed application. Until such legislation becomes effective, there will be no charge to County for such services.

Any fees earned by Contractor in connection with tax deed applications shall be accrued and distributed to Contractor at the next scheduled time that County makes a delinquent real estate tax distribution.

FEE FOR ONLINE ESCROW PAYMENT PROCESSING SERVICES (EscrowExpress®):

If and when i) the County determines that a special charge for the processing of online escrow payments is permissible, or ii) legislation authorizing County to assess such a charge becomes effective or iii) the Attorney General issues an opinion that such a charge is permissible under existing statutes, such charge will be paid to Contractor in consideration for online processing of escrowed tax payments in an amount which is the lesser of (a) $0.25 per account paid or (b) the statutorily authorized maximum, if applicable. Until the County makes such a determination, or such legislation becomes effective or such favorable opinion is issued, there will be no charge to County for such services.

Any fees earned by Contractor in connection with online escrow payments shall be either i) accrued and distributed to Contractor within 30 days following receipt of the escrow tax payment by County or ii) paid to Contractor directly by the company making the escrowed tax payment, as applicable.

FEE FOR ONLINE TOURIST AND CONVENTION DEVELOPMENT AND TOURIST TAX PROCESSING SERVICES (TDTexpress™)
There will be no fee associated with County's use of TDTexpress.
FLORIDA REAL-TIME VEHICLE INFORMATION SYSTEM INTERFACE (FRVIS Express™)
There will be no fee associated with County's use of FRVIS Express.
[redacted]
Fees for PaymentExpress are set forth in Appendix F.

APPENDIX C – PROJECT TIMELINE

Appendix C - Project Timeline

The below project timeline illustrates a phased implementation strategy, bringing modules into production over two distinct time periods. However, it may be advantageous to bring all modules into production at once. Further discussions between the County and the Contractor may cause this schedule to be modified to ensure there is agreement on which approach provides the best solution to meet the objectives set forth in the Scope of Services. Further discussions will be conducted between the County and the Contractor to finalize the CCS documents and adjust the timeline accordingly to reach agreement on the approach that provides the best solution.

April 1, 2010:	**Project Kickoff, Part I (RE,TP,BK,Csh)**
April - Jul, 2010:	Data Conversion - Preliminary Data Load
April - Jul, 2010:	Business Process Documentation, Requirements Gathering
Aug - Dec, 2010:	Data Verification and Data Conversion Refinements
Aug - Dec, 2010:	Parallel Periods, Requirements Gathering, Gap Analysis, Development of Configuration and Customization Specifications Documents
Dec 31, 2010:	Signoff on Configuration and Customization Specifications Documents
Aug, 2010 - Apr, 2011:	Software Development
Jan, 2011 - May, 2011:	Additional Parallel Periods and User Acceptance Testing
Jun, 2011:	Final Training
Jul, 2011:	Full System-Wide Parallel, Mock Conversion
Jul, 2011:	System Acceptance Testing
Aug 1, 2011:	Go-Live Signoff - System Acceptance Testing
Aug 5-8, 2011:	Go-Live
Aug 8, 2011:	Public Site Deployed
Sep 12, 2011:	Local Servers Installed and Fail-Over Test Completed
Dec 1, 2010:	**Project Kickoff, Part II (LBT,TCDT)**
Dec, 2010 - Jun, 2011:	Data Conversion - Preliminary Data Load
Dec, 2010 - Jun, 2011:	Business Process Documentation, Requirements Gathering
Jul - Oct, 2011:	Data Verification and Data Conversion Refinements
Jul - Oct, 2011:	Parallel Periods, Requirements Gathering, Gap Analysis, Development of Configuration and Customization Documents
Oct 31, 2011:	Signoff on Configuration and Customization Documents
Jul - Dec, 2011:	Software Development
Nov, 2011 - Jan, 2012:	Additional Parallel Periods and User Acceptance Testing
Jan, 2012:	Final Training
Jan, 2012:	Full System-Wide Parallel, Mock Conversion
Jan, 2012:	System Acceptance Testing
Feb 6, 2012:	Go-Live Signoff - System Acceptance Testing
Feb 10-13, 2012:	Go-Live
Feb 13, 2012:	Public Site Deployed

APPENDIX D
Maintenance and Support Services and Service Level Agreement

APPENDIX D – HOSTING, MAINTENANCE, AND SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT

A. OVERVIEW

This Appendix describes the Hosting, Maintenance, and Support Services the Contractor will provide to the County for the System. Terms not defined in this Exhibit will have the meaning set forth in the main body of the Agreement between Contractor and County. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List"), along with a toll-free number for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections.

B. HOSTING, MAINTENANCE, SUPPORT SERVICES

Hosting, Maintenance, and Support Services shall include but not be limited to hosting of the System, general maintenance and support activities; remedial resolution activities to resolve Events as defined herein; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation of the System. Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the System regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

1. AVAILABILITY STANDARDS

Contractor agrees to make the System available in compliance with or exceeding the following service performance standards. Any availability of the System beyond what is prescribed below will be at no additional charge to the County. System, server, and network availability percentage guarantees are exclusive of scheduled maintenance times identified below. If for any reason the scheduled maintenance time needs to be changed, both Contractor and County must mutually agree to the change before it will be made.

2. SYSTEM AVAILABILITY

Normal Service Availability Schedule (Number of hours available each day) are Twenty-Four (24) hours per day and Seven (7) days per week.

The System shall be available and functioning for use as described in this Agreement 99% of the time as measured on an annual basis, measured as the Twelve (12) Months beginning each year on the anniversary date of the first Go Live as described in Appendix C "Project Timeline." No Twenty Four (24) hour period may exceed Five (5) hours of scheduled outage unless County approves in advance. So long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with Contractor's or its Internet service provider's hardware or software), any inability on the part of County or Third Party Users to access the System as a result of a general Internet outage, the County's Internet outage or the Third Party User's Internet outage, will not be counted toward any unavailability time period. System Maintenance, as provided below, will not be counted toward any unavailability time period.

3. SYSTEM MAINTENANCE

Notwithstanding the foregoing, maintenance downtime (i.e., taking the System offline such that it is not accessible to the County or Third Party Users) may be scheduled to occur between Midnight (12:00 a.m.) through 5:00 a.m., Eastern Time daily ("Daily Maintenance Window"). Contractor may from time to time also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of normal Business Hours.

Contractor will provide the County with at least 24 hours prior notice of any maintenance requiring the System to be taken offline. During the Daily Maintenance Window, Contractor may perform, without any notice to County, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder.

4. SOFTWARE MAINTENANCE

Contractor agrees to apply Updates, Upgrades and Releases to the System periodically per Contractor's standard operating and change control procedures. Notwithstanding the foregoing, Updates, Upgrades and Releases to be provided hereunder will not include any enhancement or functionality that is made generally available to Contractor's other System customers where such enhancement or functionality requires a separate charge.

Updates, Upgrades and Releases to be provided at no additional charge (i.e., any charge in excess of the Recurring Fees to be paid under the Agreement) include: (i) Corrections needed to resolve reported bugs and defects in the Licensed Software. Software bugs and defects shall be reported by the County to Contractor in writing, using Contractor's website or established e-mail protocol, and (ii) modifications to TaxSys, as required to enable County to comply with immaterial changes in Federal, State, or County legislation or regulations. To the extent a change in Federal, State, or County legislation or regulations constitutes a material change; Contractor will not be required to provide such change unless the parties agree to a change in accordance with Article 43 of the Agreement. Disputes as to whether a change is material shall be subject to the process set forth in Article 26 of the Agreement. A change will be considered material if it would require Contractor to expend more than 100 hours in development time separate and apart from any work performed in providing Maintenance as set forth herein.

5. PRIORITY OF EVENTS

"Event" means an incident whereby the System is either not working or its operation is inconsistent with the specifications set forth in Appendix A "Scope of Services" and the CCS Documents. Events are divided into categories.

The categories are Priority 1, 2, and 3 as further defined below:

"Priority 1 – Critical Business Impact Event" means the impact of the reported defect is such that the County or third party users are unable to either use the System or reasonably continue work using the System.

- Contractor shall respond to the County within one (1) hour of notification. Contractor shall use commercially reasonable efforts to resolve or reduce to Priority 2 all Priority 1 Events within eight (8) hours after the Event is logged.

"Priority 2 – Significant Business Impact Event" means important features of the System are not working properly. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.

- Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve or reduce to Priority 3 all Priority 2 Events by the close of the next business day after notification.

"Priority 3 – Some Business Impact Event" means features of the System are not working properly, but County impact is minimal loss of operational functionality but the System can still operate.

- Contractor shall maintain a response time goal of one (1) day and shall use commercially reasonable efforts to resolve the Event in a time period to be mutually agreed upon by both parties.

6. COUNTY COOPERATION

Contractor's obligations in this Service Level Commitment are subject to the terms and conditions set forth in the Agreement, including without limitation, County's obligation to provide Contractor with information regarding any of the above-described Events, and the time frames set forth above may be suspended during any period in which Contractor is waiting for additional information from County. The County will be provided with the resources required to assist with System issues and address County concerns during Peak Season as defined in Exhibit A "Tax Season Calendar".

7. CREDITS

County's exclusive remedy and Contractor's sole obligation under the Agreement, for Contractor not meeting the service level commitments outlined above shall be:

Priority 1: If a Priority 1 Event is not resolved or reduced to a Priority 2 Event within eight (8) hours after the Event is logged, the County will receive a $2500 credit for each day that the Event remains in Priority 1 status in Peak Season; and a $500 credit for each day that the Event remains in Priority 1 status in Non-Peak Season. This provision shall not apply to problem(s) that are solely caused by County.

Priority 2: If a Priority 2 Event is not resolved or reduced to a Priority 3 Event by the close of the next business day after the Event is logged, the County will receive a $500 credit for each day the Event remains in Priority 2 status in Peak Season; and $100 credit for each day the Event remains in Priority 2 status in Non-Peak Season. This provision shall not apply to problem(s) that are solely caused by County.

Any credit earned under this Service Level Agreement will be applied against the next payment due from County. If the credits are earned at the end of the Agreement and there are no pending payments due Contractor from County, Contractor shall issue a check to County in the amount of the outstanding credits.

EXHIBIT A – TAX SEASON CALENDAR

EXHIBIT A – TAX SEASON CALENDAR

January

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Non-Peak Tax Season

February

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29*

Non-Peak Tax Season
*** Leap Day**

March

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Last 12 days in March = Peak Tax Season
These dates are subject to change per calendar year and are provided in the calendar for illustration purposes only.

April

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Non-Peak Tax Season

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Last 4 days in May = Peak Tax Season
These dates are subject to change per calendar year and are provided in the calendar for illustration purposes only.

June

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Non-Peak Tax Season

July

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Non-Peak Tax Season

August

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Non-Peak Tax Season

September

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Last 5 days in September = Peak Tax Season
These dates are subject to change per calendar year and are provided in the calendar for illustration purposes only.

October

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Non-Peak Tax Season

November

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Last 3 days in November = Peak Tax Season
These dates are subject to change per calendar year and are provided in the calendar for illustration purposes only.

December

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Last 4 days in December = Peak Tax Season
These dates are subject to change per calendar year and are provided in the calendar for illustration purposes only.

APPENDIX E – ACCEPTANCE PROCEDURES

Appendix E - Acceptance Procedures

The parties intend for the System to be brought into Production Mode, as defined below, in stages, as each of the functional components of the System are deployed as set forth in Appendix C "Project Timeline". Each functional component will be subjected to its own testing and Final Acceptance will be deemed to have occurred for that component upon the component (i) satisfying the Final Acceptance Criteria (which will be agreed to by the parties and based upon the CCS Document in which the applicable functional component is described) or (ii) module being used in Production Mode.

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

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

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

County acknowledges that the Project Timeline set forth in Appendix C is a compressed schedule that requires timely action by County with respect to its responsibilities, including without limitation, its acceptance testing responsibilities. Contractor will not be responsible for any delays or slippage in the Project Schedule due to County's failure to timely comply with the testing requirements set forth herein.

"Production Mode" means any use by the County of the Licensed Software or any of its modules to process any day-to-day Revenue business activity on behalf of the County.

APPENDIX F – PaymentExpress™ TERMS AND CONDITIONS

Appendix F - PaymentExpress™ Terms and Conditions

These terms and conditions govern the optional PaymentExpress Service that can be provided by the Contractor to County and form a part of the Tax Collection, Management, and Revenue Distribution Solution Agreement by and between Contractor (also referred to in these terms and conditions as "GSG" or "Grant Street" or "Grant Street Group") and County (the "Agreement"). In the County's sole discretion, this option may be elected at any time during the term of the Agreement, including renewals and extensions.

1. PaymentExpress Service

1.1. The electronic payment and reporting service provided by Grant Street hereunder ("PaymentExpress™") will have the specifications described in Exhibit 1 attached to this Appendix F. PaymentExpress provides a means for County to accept electronic payments for transactions, including without limitation payments for property taxes and other taxes and fees, miscellaneous County permits and licenses, and motor vehicle registrations and renewals, all as more fully described in Exhibit 1.

The electronic payments to which these PaymentExpress Terms and Conditions apply may be in the form of (1) certain approved credit and PIN-less debit cards (each a "Card"); (2) electronic check or other payment through the Automated Clearing House (ACH) system (either such payments being referred to as an "E-check"); and (3) any other modes of electronic transactions County may desire to accept in the future, including without limitation, PIN debit card transactions, Electronic Bank Transfers ("EBTs") and payment methods designed in accordance with the Check Clearing for the 21st Century Act (Check 21). Payments by Cards, E-checks or other modes described above shall hereafter be referred to collectively as "E-payments." An individual or entity making E-payments hereunder shall be referred to as a "Payor".

1.2. All E-Payments transacted using the web-based platform provided by Grant Street will be conducted in a secure manner, such as, without limitation, through the use of 128 bit encryption and secure socket layer technology.

1.3. In providing PaymentExpress, Grant Street will engage the services of a financial institution ("Sponsoring Bank"), which will allow Grant Street to (a) process card payments from VISA, Inc., MasterCard International, Inc. and Discover® Network (each an "Association" and collectively the "Associations") and American Express, and (b) act as the transmitter for ACH files created in connection with E-checks. In sponsoring Grant Street, Sponsoring Bank will use the services of a financial institution which will interface with Card issuing entities ("Issuers") for purposes of authorizing Card-based E-payments and ACH files ("Processor").

1.4. Included in Exhibit 1 are anticipated average volume and transaction amounts. In the event that any individual transaction is greater than four times the average amount listed in Exhibit 1, or to the extent Sponsoring Bank otherwise reasonably believes that an adjustment is necessary to protect against fraud or abuse or violation of the rules of the Associations, Grant Street reserves the right to establish certain additional limits on volume of daily, weekly, and monthly E-payments and dollar limits per E-payment that may be processed for County. Such additional limits will be provided to County in writing. The number of items per credit card authorization for any single E-payment will be limited to five.

1.5. Reporting and Statements. Grant Street will make available to County reports and statements with respect to E-payments as set forth in Exhibit 1. All information appearing on such reports and statements shall be deemed accurate and affirmed by County unless County objects by written notice specifying the particular item in dispute within 30 days of the date of the report or statement. Delivery of the reports or statements may be in written or electronic form.

2. **Processing of E-payments/Charges/Fees**

GSG will honor the pricing detailed below for one year from the date of contract execution. If the County elects to use PaymentExpress during the first 12 months of the contract, any price increases will be limited to pass-throughs increases for third parties charges (i.e. credit card agency interchange fees, sponsoring bank fees, merchant gateway fees, etc.).

2.1. Processing of E-payments. E-payments will be processed in accordance with the specifications set forth in Exhibit 2 of this Appendix F. County will not be deemed owner of any funds until such funds reach the bank account designated by County to receive debits and credits based on E-payments ("County's Receiving Account"), provided that such ownership shall not limit the right of Grant Street or Sponsoring Bank from debiting such account as permitted herein with respect to chargebacks or other authorized payments.

2.2. GSG Charges. In consideration for providing County with PaymentExpress, Grant Street will charge to Payors a convenience fee or service charge in connection with each E-payment as set forth in Exhibit 2. All persons making E-payments through PaymentExpress will be advised that payment with a Card, E-check or authorized E-payment method will be subject to a convenience fee or service charge for use of the service as well as the amount of such fee or charge. Depending on the type of transaction (e.g., tax or non-tax), the convenience fee or service charge (either being referred to hereafter as the "GSG Charge") may be charged to the Payor separately or as part of the total amount of the transaction effectuated through PaymentExpress, as more fully described in Exhibit 2.

2.3. Miscellaneous. In addition to the GSG Charges, County will be liable for any incremental fees, costs or charges associated with chargebacks or other items as expressly set forth herein and as such charges may change from time-to-time as established by Sponsoring Bank. Grant Street may debit County's Receiving Account with respect to any such fees, costs or charges, and in the event County's Receiving Account does not have funds sufficient to cover such fees, costs or charges, Grant Street will invoice County for, and County will pay, such fees, costs or charges.

3. **County Responsibilities**

3.1. County's responsibilities under these PaymentExpress Terms and Conditions include:

a. purchasing, installing and maintaining all required communication networks and related equipment and services necessary to support PaymentExpress, including without limitation magnetic card swipers or similar equipment in accordance with reasonable specifications prescribed by Grant Street, which may change from time to time;

b. Installing and maintaining all personal computers used to access PaymentExpress;

c. promptly responding to Grant Street's inquiries for information related to transactions to be conducted through, or County's use of, PaymentExpress;

d. delivering, via electronic media, accurate copies of any data in County's possession that is requested by Grant Street and necessary to perform the services related to PaymentExpress;

e. informing Grant Street of changes in County hardware and software and their configuration that may impact in any way the performance of PaymentExpress or interfaces between PaymentExpress and other applications or software in use by County;

f. informing Payors of the option to pay their obligations through PaymentExpress, including by displaying a notice of such option on the bills issued to Payors;

g. authorizing or taking actions to publicize the availability of paying through PaymentExpress in County's offices, on the County's web site, and the TaxSys web site provided in connection with the Agreement; and

h. accepting the date and time stamp for each payment that is generated by PaymentExpress.

3.2. To the extent County comes into possession of original records with respect to any E-payment (e.g., a form delivered by mail to County containing a Payor's payment information), County shall store all such E-payment transaction records in a limited access area for at least three years after the date of the E-payment.

3.3 To the extent County comes into possession of any Card information of any Payor, County agrees it will handle such information in compliance with any applicable standards set forth by the Payment Card Industry ("PCI") Security Standards Council, as amended by the PCI from time to time (the "PCI Standards"), as well as the requirements of Florida law, provided that if there is any requirement that Florida law would require County to handle any Card information in a manner that conflicts with that required by the PCI Standards, County shall notify Grant Street immediately upon becoming aware of such in order that Grant Street may seek appropriate relief, which may include without limitation, termination of the Services provided .

3.4 With respect to any Card-based E-payment for which County will be entering data, County shall submit the following information:

a. The Card account number, validation date and/or expiration date of the Card, if one appears on the Card;

b. Name, address and telephone number of Payor; and

c. Such additional information as may be required by Grant Street, Sponsoring Bank and/or the Associations, from time to time.

3.5 With respect to any Card presented to County, County shall not submit an E-payment based on such Card until County has performed its underlying obligations to the Payor in connection with the transaction (i.e., provided the service for which payment is made). County must not transmit any information with respect to an E-payment that County knows, or should have known, to be fraudulent or not authorized by the Payor. County is responsible for its employees' actions.

3.6 For payments with a Card by telephone, County shall transmit a ticket/invoice number and shall perform address and CVV/CID verification, and only accept as approved those payments receiving at least a partial match or system unavailable response. (For purposes hereof, "CVV/CID" shall mean a service which allows County to verify Cardholder's possession of Card through the identification of unique digits on Card, i.e., CVV (card verification value) and CID (card identification data)). For payments with a Card through mail, County shall transmit a ticket/invoice number and shall perform address verification, and only accept as approved those payments receiving at least a partial match or system unavailable response. County may verify an address by requesting a billing address for the Cardholder, if such address is different from the address of the person submitting the payment.

3.7 Prohibited Transactions. Subject to any requirements under Federal or Florida law (of which County will notify Grant Street immediately upon becoming aware of any such requirement), County shall not do any of the following with respect to any E-payment:

a. Impose a surcharge on a Payor who elects to use a Card in lieu of payment by cash, check or other mode of payment or charge a Payor more than the amount the Payor would pay if payment were made by cash or check, except in either case as explicitly permitted by the Rules (as hereinafter defined);
b. Establish a minimum or maximum dollar amount for transactions made by E-payments;
c. Obtain multiple authorizations for amounts less than the total credit sale amount;
d. Obtain authorization for purposes of setting aside Payor's credit line for use in future sales;
e. Make any special charge to or extract any special agreement or security from any Payor in connection with any E-payment;
f. Transmit any E-payment not originated directly between County and a Payor for payment of obligations of the type permitted through PaymentExpress;
g. Redeposit or resubmit a previously charged E-payment, regardless of whether Payor consents;
h. Initiate an E-payment credit without a balance in the County's Receiving Account equal to the credit;
i. Draw or convey any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card is processed as non-accepted;
j. Disburse to any Payor or third party funds received as a result of a credit card E-payment in the form of cash. All Transaction credits will be issued to the same Card account number as the sale
k. Accept a Card to collect or refinance an existing debt, provided that payment of taxes and other governmental obligations will not be deemed to be a collection of an existing debt;
l. Issue a credit for return goods or services or refund of obligation acquired in a cash transaction;
m. Make any cash refund to a Payor who has made a purchase with a Card. Also if practicable, all E-payment credits for payments made with Cards will be issued to the same Card account number as the sale; or
n. Require a Payor to complete a postcard or similar device that includes the Card's account number, Card expiration date, signature or any other Card account data in plain view when mailed.

Neither Grant Street nor Sponsoring Bank nor any other third party shall have any responsibility for any losses attributable to County undertaking any of the foregoing prohibited transactions.

3.8 Disclosure and Storage of Transaction Information.

a. County must not disclose a Card account number, personal information, or other E-payment information to third parties other than to Sponsoring Bank or Issuer for the sole purpose of:

i. Assisting in completing an E-payment transaction or auditing payments; or
ii As specifically required by law.

b. County must store all material containing Card account numbers or imprints (such as forms received in the mail from a Payor that sets forth credit card information) in an area limited to selected personnel and:
i. Render all data unreadable prior to discarding;
ii. County must not retain or store full contents of any track on the magnetic strip subsequent to an E-payment;
iii. County must not retain or store CVV/CID data subsequent to Authorization of an E-payment;
iv. County must not request the CVV/CID data on any paper form.

c. The sale or disclosure of information containing cardholder account numbers, personal information, or other Card transaction information to third parties is prohibited.

3.9 Use and Disclosure of Bank Identification Number (BIN) information. In the event County receives BIN information from Sponsoring Bank, County must not use such information for any reason other than to identify Visa debit category products at the point of sale, unless otherwise authorized by Visa.

3.10 County will display prominently at its place of business emblems and other promotional material and literature provided by Grant Street with respect to Card companies whose Cards may be used in connection with E-payments. Subject to the prior written consent of Grant Street and upon such conditions as authorized by Grant Street, County may use service marks or design marks of the Card companies in its own advertisement and promotional materials.

3.11 County agrees to cooperate with Grant Street as reasonably necessary for Grant Street to meet its contractual obligations with third parties used in connection with E-payments and PaymentExpress. Such cooperation shall include, without limitation, County promptly replying to Grant Street's or Sponsoring Bank's request for information relating to any E-payment or Payor in connection with transactions processed in accordance with these PaymentExpress Terms and Conditions, and following policies and procedures Grant Street provides to County in writing with respect to the processing of E-payments.

3.12 As to each card-not-present E-payment, County warrants to Grant Street that the person whose name is submitted as Cardholder with respect to an E-payment either made or authorized another to make the purchase. Upon breach of this warranty, Grant Street may charge back the E-payment to County. If Grant Street charges back the E-payment to County, County shall pay Grant Street the amount of the E-payment, a Chargeback fee assessed by the Sponsoring Bank

(as specified in Exhibit 2), plus any Association fine or assessment. Grant Street may charge the charged-back E-payment to the County's Receiving Account. For purposes hereof, a "card-not-present E-payment" shall mean mail order, telephone order, e-commerce (Internet) order, or other transaction that is not a card-present E-payment. A "card-present E-payment" shall mean a payment in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the magnetic strip.

3.13 With respect to any E-check for which County will be entering data, County warrants that (a) the information it enters with respect to each such E-check is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Operating Rules of NACHA; (b) the amount entered for such E-check is for the sum which, on the settlement date with respect to it, will be owing to County from the party whose account will be debited, is for a sum specified by such party to be paid to the County, or is a correction of a previously transmitted erroneous ACH entry; and (c) it will comply with applicable provisions of the Electronic Funds Transfers Act, 15 U.S.C. 1693 *et seq.* and regulations issued pursuant thereto.

4. Disputed E-payments and Chargebacks

4.1. Policy Required. Subject to reasonable approval of Grant Street to ensure compliance with Sponsoring Bank and applicable Association requirements, County will (a) maintain a policy regarding any errors or unauthorized E-payments whenever appropriate; and (b) disclose such policy to Payors.

4.2. Processing of Disputes. Grant Street shall staff a first level help line during normal business hours (i.e., 8:00 am to 6:00 pm Eastern Time) to respond promptly to inquiries from Payors regarding any disputed E-payment and shall seek to resolve any disputes amicably. In seeking to resolve disputes, Grant Street may be required to engage County, Sponsoring Bank, the Associations or other third parties. Sponsoring Bank has reserved the right to charge Grant Street any applicable Association fees or charges, on account of refunds, chargebacks or excessive inquiries, as assessed by the Associations. In the event Sponsoring Bank levies any such fees or charges against Grant Street, Grant Street reserves the right to assess such fees, charges or reimbursements against County and will be permitted to debit County's Receiving Account for same. In the event County takes information regarding any claim or defense by a Payor with respect to a disputed E-payment, County agrees to provide the following information in writing:

a. The Payor's name;
b. A unique confirmation number (transaction sequence number, or other identifier) that Grant Street can use to reference the transaction in subsequent communications with Sponsoring Bank;
c. The date and time the Payor asserted the claim or defense;
d. The nature of the claim or defense; and
e. The action which County took in an attempt to resolve the dispute.
f. Upon request, County shall furnish Grant Street with this information in writing within 3 days.

4.3. Chargebacks. Grant Street is not liable for chargebacks or other subsequent refusals for settlement initiated by any Payor, or any transactional fees, charges or costs imposed by Sponsoring Bank, Issuer or other third party that may be associated therewith. All such

chargebacks and/or refusal for settlement by a Payor will be credited to the Payor and County must mark as "unpaid" all bills to which the contested payments were applied. In the event of any such chargeback and/or refusal for settlement, and the imposition of any transactional fees charges or costs associated therewith, County shall allow, at Grant Street's option (i) Sponsoring Bank or Grant Street to debit the amount of any such chargeback, plus the amount of any associated fees, charges or costs, from County's Receiving Account; or (ii) Sponsoring Bank to offset any amounts due to County from charges made after the occurrence of the chargeback with the amount of any such chargeback, plus the amount of any associated fees, charges or costs. E-payments that have been charged back and not re-presented may not be reauthorized.

4.4 The rights and obligations under this Section 4.3 shall survive the termination of the provision of these Services.

5. Compliance Matters

Grant Street and County shall comply with all applicable present and future federal, state and local laws and regulations. Grant Street and County shall also comply with all applicable bylaws, rules, regulations, policies and guidelines of NACHA, the Associations and any Issuer whose Cards are used to make E-payments in accordance with these PaymentExpress Terms and Conditions (collectively the "Rules"). Summaries of the Associations' Rules are available for merchants at www.visa.com, www.mastercard.com or www.discovernetwork.com. NACHA Rules are available through www.nacha.org. The parties agree that these PaymentExpress Terms and Conditions shall be governed by the Associations' Rules and NACHA Rules, as applicable and that any portion of these PaymentExpress Terms and Conditions which conflicts with either set of rules (as they may be amended from time to time) shall be superseded thereby. Grant Street may from time to time advise County of additional rules that may become applicable, e.g., rules prescribed by American Express.

6. Confidentiality and Ownership

6.1. Grant Street shall own all rights, title and interest in and to the PaymentExpress application and the related source code including copyright, trade secret, patent, trademark and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations or other variations thereof. These PaymentExpress Terms and Conditions do not transfer to County under any circumstances any of Grant Street's ownership rights in the PaymentExpress application or the PaymentExpress source code. The software making up PaymentExpress as well as the specifications related to such software (including without limitation modifications and enhancements thereto), the site performance data, PaymentExpress cost and pricing information, training and/or user manuals, customer lists, marketing and sales plans; and any other documentation relating to PaymentExpress, as well as the non-public PaymentExpress web pages, pop-ups and online help features, shall be included within the definition of "TaxSys Confidential/Proprietary Information" or "Confidential Information" set forth in the Agreement, and shall be subject to the confidentiality provisions of the Agreement.

6.2. In addition to information included within the definition of "Confidential Information" in the foregoing paragraph, Grant Street may provide to County certain other information that was provided to Grant Street by Payors and other third parties and used in connection with executing transactions through PaymentExpress. Such information may include without

limitation information that is identified as, or should be reasonably understood to be, confidential, including, but not limited to terms and conditions of any agreement between Grant Street and such third parties, non-public financial information that is personally identifiable to an individual (including without limitation, debit and credit card numbers, checking account information), know-how, trade secrets, technical processes and formulas, software, unpublished financial information, business plans, projections, and marketing data ("Third Party Confidential Information"). As between Grant Street and County, Third Party Confidential Information shall be deemed a part of "TaxSys Confidential/Proprietary Information" or "Confidential Information" and shall be subject to the restrictions set forth with respect to same as provided in the Agreement, provided that County will be permitted to disclose any Third Party Confidential Information to the third party from whom it was received by Grant Street.

7. Limitation of Liability

7.1. The County is solely responsible for the issuance of any and all permits or licenses paid via PaymentExpress and for the consummation of any other transaction (including without limitation the payment of taxes) conducted via PaymentExpress. Grant Street is not liable for any cause of action arising out of any permits or licenses issued or caused to be issued by County, or any other transaction, that was paid via PaymentExpress.

7.2. Grant Street is not liable for:

a. any errors or omissions in data or other information provided by County and/or on-line users (including without limitation any Payor);
b. any errors or omissions on the part of Payor, Sponsoring Bank, Processor, Issuer or Card company;
c. the fraud, negligence and/or intentional acts of County agents or employees; or
d. any loss or liability resulting from the denial of credit to any person or County's retention of any Card or any attempt to do so.

7.3. The Issuer, not Grant Street nor Sponsoring Bank, maintains information about a Payor and is responsible for authorizing or declining each E-payment made with a Card. Neither Grant Street nor Sponsoring Bank are liable for any loss or liability resulting from a denial of credit. After a Card E-payment is authorized by an Issuer, Grant Street or Sponsoring Bank has the right to decline such E-payment for its own protection, but has no obligation to do so and owes no duty to County to take such action. When Grant Street or Sponsoring Bank forwards the Issuer's authorization to County and/or settles the E-payment, Grant Street or Sponsoring Bank is in no way assuring or guaranteeing payment to County nor is Grant Street or Sponsoring Bank waiving any right hereunder.

7.4. Should there be errors, omissions, interruptions or delays resulting from Grant Street's performance or failure to perform of any kind, Grant Street's liability shall be limited to correcting such errors. In no event will Grant Street be liable for punitive, indirect, special, or consequential, or other damages, without regard to the legal theory of such damages, in connection with or arising out of the provision of Services pursuant to these PaymentExpress Terms and Conditions or the use of or inability to use PaymentExpress or the support services provided hereunder. In no event will Grant Street's liability to County for damages under any theory of liability or form of action exceed the total amount of fees Grant Street receives as a

result of its provision of the PaymentExpress product to County during the twelve (12) month period preceding the event that caused such damages, with two exceptions. The first exception is any liability assumed under the indemnification provisions of paragraph 9 hereinbelow. The second exception is any liability for wrongful withholding of funds required to be remitted to County by Grant Street or by any employee, officer, director, agent, consultant, contractor or sub-contractor of Grant Street, in which event the amount of liability would be the amount of wrongfully withheld funds.

8. Warranties

8.1. Grant Street warrants that PaymentExpress will conform to Grant Street supplied specifications and documentation. Grant Street does not warrant that the operation of PaymentExpress will be uninterrupted or error free. County agrees that PaymentExpress is of such technical complexity that defects (inherent, latent and/or manifest) may exist and that, as County's sole and exclusive remedy for breach of the warranties contained herein, Grant Street shall correct documented errors which are caused by a defect in PaymentExpress. For purposes of this Section, the term "defect" shall mean only material deviations from the specifications and documentation supplied by Grant Street Group.

8.2. The limited warranties contained in Section 8.1 above shall not apply if a claimed problem is caused by: (a) the malfunction of computer hardware or other software or applications not produced, developed, or provided by Grant Street; (b) County's negligence or fault; (c) County providing improper data to be processed by TaxSys; or (d) a "force majeure" event, as described in Section 11.5 below.

8.3. No Implied Warranties: Except for the express limited warranty set forth in section 8.1 above, Grant Street makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to PaymentExpress or any related services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose.

8.4. The operation of PaymentExpress is subject to limitations imposed by, and contingent and dependent upon third parties such as Sponsoring Bank, Processor, Issuers and Associations. Grant Street will not be liable for any acts or omissions of such third parties.

9. Indemnification and Insurance

9.1. Grant Street shall indemnify and hold harmless County from and against any claims for damages, including reasonable attorneys' fees and expenses, based upon infringement of any United States copyright or patent by PaymentExpress ("Infringement Claim"). Grant Street shall defend or settle any Infringement Claim brought against County by a third party arising out of, or relating to, County's own internal use of PaymentExpress, provided that Grant Street is given prompt written notice of such Infringement Claim and is given information, reasonable assistance and sole authority to defend or settle the Infringement Claim.

9.2. In the event of an Infringement Claim, Grant Street will have the option: (a) to procure for County the right to continue using such infringing application; (b) to replace such infringing application with a non-infringing application; or (iii) to modify such infringing application to

make it non-infringing. If such remedies are not reasonably available, Grant Street will have the option to terminate the provision of these PaymentExpress Services.

9.3. Grant Street shall have no obligation under this Article if the alleged infringement or violation is based upon the use of PaymentExpress in combination with other hardware or software applications not furnished by Grant Street, or if such a claim arises from County's modification of PaymentExpress.

9.4. To the extent allowed by law, County shall indemnify and hold harmless Grant Street (and its officers, directors, employees, and agents) from and against any and all claims for damages, including reasonable attorneys' fees and expenses incurred by Grant Street in the defense thereof, made or brought by any third party based on or related to: (a) the willful misconduct, fraud, recklessness, negligence or fault of County or County's employees or County's breach of these PaymentExpress Terms and Conditions; (b) County providing improper data in connection with transactions related to PaymentExpress; (c) mistakes made by County's employees during the actual or intended use of PaymentExpress including, without limitation, the disclosure of confidential or private information (e.g. Social Security numbers, non-public federal tax identification numbers, credit card account numbers); (d) County's failure to comply with any applicable laws, regulations or rules, including without limitation any applicable rules or regulations of the Associations, PCI, NACHA or Federal Reserve; (e) card-not-present transactions, unauthorized transactions or prohibited transactions; (f) any completed, failed or misdirected ACH entry; and (g) any permits or licenses issued or caused to be issued and paid, or other transactions (such as, without limitation, the payment of taxes) consummated or not consummated, via PaymentExpress. Grant Street will promptly notify County of any such claim. County may, at its expense, assume and control the defense and/or settlement of any such claim, in which case Grant Street will cooperate with such defense and/or settlement and have no further liability in connection with such claim. Nothing herein shall constitute a waiver of County's sovereign immunity pursuant to Florida Law, including but not limited to §768.28 of the Florida Statutes.

9.5 Grant Street shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless County from all suits, actions or claims of any character brought (a) by any third party on account of any physical injuries or damages sustained by any person, persons or property to the extent attributable to the willful misconduct, recklessness or negligence of Grant Street in the course of Grant Street performing its obligations hereunder; or (b) by any County employee, or on account of, any claim or amounts recovered by such County employee under the "Worker's Compensation Law" or of any other laws, by-laws, ordinance, order or decree for the protection of workers, to the extent attributable to the willful misconduct, recklessness or negligence of Grant Street in the course of Grant Street performing its obligations hereunder. For the purposes of this paragraph, "Grant Street" shall include any officers, directors, employees, agents, consultants, contractors, or sub-contractors of Grant Street. County will promptly notify Grant Street of any such claim for which indemnification is sought, and will grant Grant Street authority to control the defense or settlement of the claim, and will, at Grant Street's expense, provide reasonable assistance in the defense or settlement of the claim.

10. Termination of PaymentExpress Services

PaymentExpress Services will be provided upon the election of County during the term of the Agreement until such Agreement is terminated or the PaymentExpress Services are terminated as provided herein.

Grant Street may terminate the PaymentExpress Services immediately (i) in the event the agreement between Grant Street and Sponsoring Bank is terminated for any reason; or (ii) in the event County notifies Grant Street pursuant to Sections 3.3 or 3.7 above of any legal requirement that contradicts Grant Street's contractual obligations to Sponsoring Bank or the Associations.

County may terminate the PaymentExpress Services (i) in the event it has reasonable business concerns related to the Sponsoring Bank or Processor or any other third party that supports or is used in the E-payment process and transactions; or (ii) in the event County deems any increase in charges pursuant to Section 2.3 hereof to be unacceptable.

11. Miscellaneous

11.1. Except as otherwise provided herein, County agrees that Grant Street shall be the exclusive provider of all E-payment services for County.

11.2 Severability. If any provision of these PaymentExpress Terms and Conditions is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather these PaymentExpress Terms and Conditions shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

11.3. Waiver. The delay or failure by any party to exercise any right, remedy or power provided for herein shall not be deemed a waiver of any such right, remedy or power hereunder. No waiver hereunder shall be valid unless set forth in writing, executed by the waiving party, and then only to the extent expressly set forth in such writing.

11.4. Pricing Review. County acknowledges and agrees that the pricing for GSG Charges described in these PaymentExpress Terms and Conditions will be subject to a quarterly review during the term of the Agreement, the first of which will occur three months following County's first use of Payment Express. In the event the GSG Charges prescribed herein are such that Grant Street is not recognizing the anticipated net revenues with respect to the provisions of these Services, Grant Street may propose revised pricing for GSG Charges and the parties will negotiate adjustment in such charges in good faith. In the event the parties are unable to reach agreement with respect to such adjustments, Grant Street will have the right to terminate the provision of PaymentExpress Services, or a particular service provided under these PaymentExpress Terms and Conditions (e.g., E-check/ACH processing), on forty-five (45) days written notice without further liability to County.

11.5 Local Server. Notwithstanding anything in these PaymentExpress Terms and Conditions or the Agreement, County acknowledges that in the event of County beginning to use software provided by Grant Street on Local Servers, as defined in the Agreement, such use will not in any way include the software provided under these PaymentExpress Terms and Conditions in connection with PaymentExpress.

APPENDIX F - EXHIBIT 1

PaymentExpress™ Specifications

The services, procedures and technical requirements of PaymentExpress shall be substantially as described herein and may be further refined and modified during the initial phase of work.

PaymentExpress will allow users to retrieve bill information, cashier and access reports on E-payments.

PAYMENT TYPES

PaymentExpress allows payment via:

- Visa, MasterCard, American Express and Discover credit cards
- Signature debit cards with a Visa or MasterCard logo
- Electronic check with valid ABA routing number

*Grant Street Group (GSG) reserves the right to discontinue or add acceptance of other card types upon written notice to County within 30 business days.

Acceptable payment types include:

1. "Over the Counter" (OTC)

   Credit Card/Debit Card/E-Check
   - Tax - Real Estate and Tangible Personal Property Tax Bills, County-held Tax Certificates, Business Tax Receipts, Tourist and Convention Development Taxes
   - Miscellaneous - County Permits and Licenses, miscellaneous fees
   - DMV – Registration, Renewal, Plate, Title, and other DMV related transactions conducted by the County for vehicles and vessels
2. Phone

   Credit Card/Debit Card/E-Check
   - Tax - Real Estate and Tangible Personal Property and Tax Bills
3. Online

   Credit Card/Debit Card/E-Check
   - Tax - Real Estate and Tangible Personal Property Tax Bills, Business Tax Receipts, Tourist and Convention Development Taxes
   - Miscellaneous - County Permits and Licenses, miscellaneous fees
   - DMV – Registration Renewals for vehicles and vessels

Average Card Transaction Volume Estimates:

DMV: $125.00 per card transaction based on - 1,800 in-office card transactions.

All other Tax/Non-tax: $4,750.00 per card transaction based on – 15,000 card transactions.

*Average Card Transaction Volume is based on historic electronic payment activity for the Miami-Dade County Tax Collector and may be revised based on future activity.

CASHIERING

PaymentExpress Users will cashier payments using the TaxSys® application.

Users may enter payment information via either Swipe or Key Entry.

Swipe Procedure:

1. User searches for and retrieves Payor's bill information from TaxSys or other application (e.g., FRVIS2000).
2. User receives card from the Payor and swipes card through the Card Reader.
3. User informs the Payor of the total amount due and any applicable service or convenience fee.
4. Payor authorizes completion of sale. Authorization can be verbal, written or electronic.
5. User clicks "checkout" and submits transaction for electronic authorization.
6. User proceeds with transaction.
    a. If the Transaction is authorized and approved, payment is automatically processed via PaymentExpress.
    b. If the Transaction is not authorized or is declined, User may ask for other means of acceptable payment to complete the transaction.
7. User receives confirmation of the completed transaction and provides Payor with receipt.

Key Entry Procedure:

1. User searches for and retrieves Payor's bill information from TaxSys or other application (e.g., FRVIS2000). In the case of an Online transaction, Payor searches for and retrieves Payor's bill information from TaxSys.
2. User (or Payor in the case of an Online transaction) enters required card or E-check information into TaxSys which includes the following:
    a. Card
        i. Card Number
        ii. Card Expiration Date
        iii. CVV or CID (depending on card type)
        iv. Card Holder's Name, Address (including zip code) and Phone Number
    b. E-Check
        i. Account Number
        ii. ABA Routing Number
        iii. Account Holder's Name
3. User informs the Payor of the total amount due and any applicable service or convenience fee. In the case of an Online transaction Payor will obtain this information from TaxSys.
4. Payor authorizes completion of the sale. Authorization can be verbal, written or electronic.
5. User (or Payor in the case of an Online transaction) clicks "checkout" and submits transaction for electronic processing.
    a. If the Transaction is authorized and approved, payment is automatically processed via PaymentExpress.
    b. If the Transaction is not authorized or is declined, the User (or Payor in the case of an Online transaction) receives an error message and may use another acceptable form of payment to complete the transaction.

6. Once the Transaction is completed, the User (or Payor in the case of an Online transaction) receives confirmation of the completed transaction and is provided with a receipt. Receipt may be electronic or printed.

Use of Swipe or Key Entry Procedures:

OTC Transactions

1. County User performs Swipe Procedure.
2. If the Swipe Procedure fails, County User performs Key Entry procedure.

Phone

1. Payor requests to pay bill over the phone.
2. County User performs Key Entry Procedure.

Online

1. Payor performs Key Entry Procedure.

REPORTING

Card Transactions

1. Authorization and Capture Reports – Per card transaction detail for research and investigation
   a. Transaction data for each card swipe displayed by location and date
   b. Searchable by account number, authorization number, card type, date, location, amount, etc.

2. Clearing and Settlement Reports – Batch (settlement) level detail for all transactions
   a. Displayed by single deposit to the settlement account, used to balance cashiered vs. settled funds.
   b. Batch, transaction and exception information detailed per payment type, card type and date.
   c. Searchable by batch number, batch date, card type, deposit date, etc.

3. Statements – Detail for reconciliation of settled and deposited funds.

Exceptions:

Fraud, disputed card claims, or user errors may cause Chargebacks. These transactions will not settle to the County's Account until the Chargeback has been resolved. Chargebacks are tracked through Clearing and Settlement Reports. It is the County's responsibility to update TaxSys payment records to reflect an unpaid amount in the event of a Chargeback.

E-Check Transactions

TaxSys reports detail the status of all e-check transactions.

Exceptions:

Fraud, insufficient funds, invalid/closed/frozen accounts or disputed claims may result in unpaid e-check transactions. Unpaid e-check transactions are tracked through TaxSys reports. It is the County's responsibility to update the TaxSys payment records to reflect unpaid amounts.

APPENDIX F - EXHIBIT 2

CONVENIENCE CHARGE/FEE SCHEDULE AND PROCESSING OF E-PAYMENTS

APPLICABLE FEES:

CREDIT CARD FEES

- ***Tax – per Transaction***
  - Over-the-Counter
    - American Express: 3.50% Service Fee
    - All other cards: 2.75% Service Fee
  - Online
    - American Express: 3.50% Service Fee
    - All other cards: 2.75% Service Fee
- ***DMV, Driver's License, Miscellaneous – per Transaction***
  - Over-the-Counter
    - Visa: Not accepted
    - American Express: 3.50% Convenience Fee
    - All other cards: 2.75% Convenience Fee
  - Online
    - All Credit Cards: $3.50 Convenience Fee

E-CHECK FEES

- ***Tax, DMV, Driver's License, Miscellaneous***
  - Over-the-Counter - $2.50
  - Online - $2.50

GSG reserves the right to increase the above charges/fees on an annual basis. Grant Street shall provide at least 120 days advance written notice of any such increase. Fees for other E-payments such as PIN debit card transactions, Electronic Bank Transfers ("EBTs") and payment methods designed in accordance with Check Clearing for the 21st Century (Check 21) will be agreed to between GSG and the Miami-Dade County Tax Collector if and when the Tax Collector decides to process such payments. The County reserves the right to opt out of this program on an annual basis at its sole discretion prior to any fee increase.

E-PAYMENT PROCESSING

Sponsoring Bank will process funds from E-payment transactions as set forth herein. In processing such funds, Sponsoring Bank may credit and or debit the bank accounts of GSG and County.

(a) Non-tax Payments and GSG Charges:
Sponsoring Bank will deliver proceeds from E-payments for non-tax payments to GSG by a credit to an Operating Account at Sponsoring Bank controlled by GSG, which credit shall equal the reconciled summary of non-tax E-payments received, plus applicable GSG Charges, since the previous credit.

The Primary Amount (the portion of the total payment that excludes convenience/service fees) of the Transaction will be credited to the County's Receiving Account via an ACH transaction from GSG's Operating Account. All other funds (GSG Charges) will remain in the GSG Operating Account.

(b) Tax Payments:
Sponsoring Bank will deliver the Primary Amount by credit to County's Receiving Account equal to the reconciled summary of tax E-payments since the previous credit.

Separately, Sponsoring Bank will deliver Service Fees to GSG's Operating Account.

(c) Provisional Credit:
Any credits to GSG's Operating Account and County's Receiving Account as set forth above are provisional only and subject to revocation by Sponsoring Bank until such time that the E-payment is final and no longer subject to chargeback by the Issuer, Cardholder or Associations.

Memorandum

Date: August 4, 2009

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Melissa Adames, CPPB
Senior Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 665: Tax Collection, Revenue and Management Distribution Solution

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

Evaluation/Selection Committee Meeting Dates:

May 4, 2009 – Kickoff Meeting
May 18, 2009 – Evaluation Meeting
May 22, 2009 – Evaluation Meeting
June 19, 2009 – Evaluation Meeting
June 29, 2009 – Evaluation Meeting
July 10, 2009 – Oral Presentations
July 13, 2009 – Final Evaluation Meeting

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the proposers are certified SBE firms.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson and the County Attorney's Office (CAO). Seven proposals were received in response to the RFP. Proposals submitted by AimBS Inc., and Informa Software were submitted to the CAO for a request for responsiveness due to non-compliance with requirements set forth in the solicitation. The proposal submitted by AimBS Inc. was hand delivered a day after the proposal closing to the Clerk of the Board and was not accepted. The Proposal submitted by Informa Software listed a total bid price as "Not Applicable" and did not provide definitive pricing for the Solution proposed. Both proposals were deemed non-responsive by the CAO (copy of CAO opinion is attached).

Evaluation Criteria:
Proposals received in response to the RFP were evaluated by the Evaluation/Selection Committee based on the criteria listed below.

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Technical Criteria	**Points**
1. Proposer's relevant experience, qualifications, and past Performance	
A) Proposers, experience and qualifications	30
B) Proposer Experience in State of Florida	15
C) Past system implementation experience comparable to the County requirements	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	35
3. Proposer's approach to providing the services requested in this Solicitation	
A) Proposer's Project Plan	25
B) Solution infrastructure	25
C) Implementation Timeline	20
a. Vendor Hosted	
b. County Hosted	
D) Solution Backup / Disaster Recovery	15
4. Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in this solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation	
A) Ease of use / Solution Look and Feel	25
B) Interfaces	25
C) Solution capability to meet operational/business needs	50
D) Reports	30
E) Security	30

Price Criteria	**Points**
5. Proposer's proposed price will be evaluated based on overall best value to the County	20
Total Possible Points:	**375**

Summary of Scores:
A summary of the committee actions is described below.

The preliminary scores are as follows:

Proposer	Total Technical Score (Max. 2,485 pts)	Total Price Score (Max. 140 pts)	Total Combined Score (Max. 2,625 pts)
Pacific Blue - County Hosted	941	74	1015
Pacific Blue - Vendor Hosted	941	71	1012
Manatron	1813	104	1917
Sector Source, LLC	655	22	677
Grant Street Group	2153	111	2264

The Evaluation/Selection Committee decided to hold oral presentations with the two highest ranked proposers: Manatron and Grant Street Group. Manatron declined the County's invitation to the oral presentation (response attached).

Following the oral presentation by the Grant Street Group, a final technical discussion and evaluation meeting was held to discuss the proposers remaining in consideration. The Evaluation/Selection Committee was instructed to re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation. Additionally, the firms reference checks and financial sustainability were reviewed and evaluated according to the criteria listed in the solicitation document. After consideration of the written documents, oral presentation, and reference checks conducted the final scores and ranking submitted by the Evaluation/Selection Committee are as follows:

Proposer	Total Technical Score (Max. 2,485 pts)	Total Price Score (Max. 140 pts)	Total Combined Score (Max. 2,625 pts)
Grant Street Group	2218	118	2336
Manatron	1738	101	1839

Local Preference:
Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome.

Other information:
As part of the Request for Proposals, vendors were encouraged to submit offers for either a vendor hosted solution, or a County hosted solution. TaxSys is the solution offered to the County by Grant Street Group. This a web-based, hosted tax collection and billing system that provides tax collectors with comprehensive, user-friendly software to handle day-to-day operations. TaxSys will reduce the operational and infrastructure costs associated with this solution since the County will not need to

purchase, install, upgrade, or maintain the hardware or software. This will result in saving time, resources, and money.

Negotiations:
The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked proposer, Grant Street Group. The following individuals will participate in the negotiations:

Melissa Adames, Senior Procurement Contracting Officer
Department of Procurement Management

Fernando Casamayor, Tax Collector, Finance

Eduardo Manzor, Information Systems Administrator, Finance

Peter Cam, Assistant Tax Collector, Finance

Carmen Suarez, Enterprise Technology Services Department

Consensus Statement:
The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with the highest ranked vendor Grant Street Group (GSG). GSG has proven expertise in designing, building and maintaining turn-key software solutions for government entities that are secure, redundant, scalable and readily maintained and enhanced. They have significant experience in the State of Florida, and their knowledge of tax statutes and regulations make them qualified to provide the required Solution and services requested in the solicitation.

The Evaluation/Selection Committee agrees that Grant Street Group should be recommended to proceed with negotiations for the following reasons:

- Solution provides outstanding software functionality that can be tailored to the needs of the County;
- Flexible, scalable solution capable of performing the required tasks, generating reports, and provides an easy way to track data;
- System provides an automated approach to labor intensive tasks reducing the risk of errors;
- Willingness to work with Miami-Dade County to have a strategic relationship for this critical system;
- Hosted solution will provide the Software as a Service incorporating all components of software development, maintenance, technical support, and dedicated professional services;
- Secure web based application;
- Solution has triple redundancy to mitigate the loss of data and expedite disaster recovery – application and data will be in Pittsburgh, Atlanta, and Miami-Dade County;
- Fixed price engagement inclusive of System licenses, hosting, and maintenance and support fees;

- Legislative changes requiring software modification will be completed at no charge to the County as part of the maintenance contract.

Copies of the County Attorney's Office responsiveness determination, Evaluation Results Memo, score sheets for each Evaluation/Selection Committee member, as well as a composite score sheet are attached.

Approved

_____ 8/20/04
George M. Burgess Date
County Manager

Not Approved

_____ _____
George M. Burgess Date
County Manager

Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 210 (30 pts per Committee Member))*	158	185
B) Proposer experience in the State of Florida *(Max. Points: 105 (15 pts per Committee Member))*	83	103
C) Past system implementation experience comparable to the County requirements *(Max. Points: 210 (30 pts per Committee Member))*	132	180
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 245 (35 pts per Committee Member))*	155	214
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 175 (25 pts per Committee Member))*	131	155
B) Solution Infrastructure *(Max. Points: 175 (25 pts per Committee Member))*	139	162
C) Implementation Timeline *(Max. Points: 140 (20 pts per Committee Member))* *(a.) Vendor Hosted (b.) County Hosted*	91	116
D) Solution Backup / Disaster Recovery *(Max. Points: 105 (15 pts per Committee Member))*	75	102
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 175 (25 pts per Committee Member))*	125	159
B) Interfaces *(Max. Points: 175 (25 pts per Committee Member))*	132	159
C) Solution capability to meet operational / business needs *(Max. Points: 350 (50 pts per Committee Member))*	245	310
D) Reports *(Max. Points: 210 (30 pts per Committee Member))*	130	188
E) Security *(Max. Points: 210 (30 pts per Committee Member))*	142	185
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 140 (20 pts per Committee Member))*	101	118
TOTAL POINTS *(Technical + Price)*	**1,839**	**2,336**

Prepared By: Melissa Hames Date: July 22, 2009

Verified By: [illegible] Date: 7/24/09

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	25	25
B) Proposer experience in the State of Florida *(Max. Points: 15)*	11	13
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	15	26
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	20	30
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	15	21
B) Solution Infrastructure *(Max. Points: 25)*	15	23
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	10	20
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	10	20
B) Interfaces *(Max. Points: 25)*	15	23
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	25	45
D) Reports *(Max. Points: 30)*	15	29
E) Security *(Max. Points: 30)*	20	27
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	15	15
TOTAL POINTS *(Technical + Price)*	221	332

SIGNATURE

7/13/09
DATE

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

[illegible]	[illegible]	[illegible]
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	20	25
B) Proposer experience in the State of Florida *(Max. Points: 15)*	10	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	15	27
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 25)*	18	30
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	17	20
B) Solution Infrastructure *(Max. Points: 25)*	20	20
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	10	12
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	13
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	20	22
B) Interfaces *(Max. Points: 25)*	22	20
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	25	40
D) Reports *(Max. Points: 30)*	15	26
E) Security *(Max. Points: 30)*	20	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	15	15
TOTAL POINTS *(Technical + Price)*	237	310

SIGNATURE

7/13/09
DATE

99

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:	PP	
A) Proposers experience and qualifications *(Max. Points: 30)*	PP 18	28
B) Proposer experience in the State of Florida *(Max. Points: 15)*	PP 10	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	PP 18	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 30)*	22	30
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	17	22
B) Solution Infrastructure *(Max. Points: 25)*	17	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	12	16
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	17	25
B) Interfaces *(Max. Points: 25)*	17	22
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	30	45
D) Reports *(Max. Points: 30)*	18	28
E) Security *(Max. Points: 30)*	18	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	10	20
TOTAL POINTS *(Technical / Price)*	234	341

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7-13-08
DATE

100

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	20	25
B) Proposer experience in the State of Florida *(Max. Points: 15)*	15	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	25	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	15	25
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	25	25
B) Solution Infrastructure *(Max. Points: 25)*	25	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	20	20
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	25	25
B) Interfaces *(Max. Points: 25)*	25	25
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	45	45
D) Reports *(Max. Points: 30)*	25	25
E) Security *(Max. Points: 30)*	20	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	15	20
TOTAL POINTS *(Technical + Price)*	310	340

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7/13/09
DATE

101

RFP NO. 003

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

[illegible]	[illegible]	[illegible]
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	25	30
B) Proposer experience in the State of Florida *(Max. Points: 15)*	10	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	20	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	20	30
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	15	20
B) Solution Infrastructure *(Max. Points: 25)*	20	20
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	10	15
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	10	20
B) Interfaces *(Max. Points: 25)*	10	20
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	35	40
D) Reports *(Max. Points: 30)*	20	25
E) Security *(Max. Points: 30)*	20	30
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	15	15
TOTAL POINTS *(Technical + Price)*	240	320

[illegible] SIGNATURE

7/13/09 DATE

102

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

EVALUATION CRITERIA	Manatron	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	26	28
B) Proposer experience in the State of Florida *(Max. Points: 15)*	12	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	19	22
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	30	34
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	22	22
B) Solution Infrastructure *(Max. Points: 25)*	23	24
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	14	16
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	14	14
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	20	22
B) Interfaces *(Max. Points: 25)*	23	24
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	45	47
D) Reports *(Max. Points: 30)*	22	27
E) Security *(Max. Points: 30)*	20	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	17	15
TOTAL POINTS *(Technical + Price)*	307	335

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07/13/09
DATE

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals - Final Scoring

EVALUATION CRITERIA	Manatron	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:		
A) Proposers experience and qualifications *(Max. Points: 30)*	24	24
B) Proposer experience in the State of Florida *(Max. Points: 15)*	15	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	20	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	30	35
Proposer's approach to providing the services requested in this Solicitation:		
A) Proposer's Project Plan *(Max. Points: 25)*	20	25
B) Solution Infrastructure *(Max. Points: 25)*	19	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	15	17
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	11	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:		
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	23	25
B) Interfaces *(Max. Points: 25)*	20	25
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	40	48
D) Reports *(Max. Points: 30)*	15	28
E) Security *(Max. Points: 30)*	24	28
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	14	18
TOTAL POINTS *(Technical + Price)*	290	358

SIGNATURE

7/13/07
DATE

7/13/07

Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 210 (30 pts per Committee Member))*	77	77	158	64	171
B) Proposer experience in the State of Florida *(Max. Points: 105 (15 pts per Committee Member))*	57	57	90	24	101
C) Past system implementation experience comparable to the County requirements *(Max. Points: 210 (30 pts per Committee Member))*	62	62	137	40	176
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 245 (35 pts per Committee Member))*	96	96	167	71	210
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 175 (25 pts per Committee Member))*	70	70	141	55	158
B) Solution Infrastructure *(Max. Points: 175 (25 pts per Committee Member))*	76	76	134	69	161
C) Implementation Timeline *(Max. Points: 140 (20 pts per Committee Member))* *(a.) Vendor Hosted (b.) County Hosted*	61	61	102	53	112
D) Solution Backup / Disaster Recovery *(Max. Points: 105 (15 pts per Committee Member))*	44	44	75	29	100
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 175 (25 pts per Committee Member))*	69	69	130	33	156
B) Interfaces *(Max. Points: 175 (25 pts per Committee Member))*	67	67	142	38	158
C) Solution capability to meet operational / business needs *(Max. Points: 350 (50 pts per Committee Member))*	108	108	260	88	300
D) Reports *(Max. Points: 210 (30 pts per Committee Member))*	73	73	130	41	178
E) Security *(Max. Points: 210 (30 pts per Committee Member))*	81	81	147	50	172
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 140 (20 pts per Committee Member))*	74	71	104	22	111
TOTAL POINTS *(Technical + Price)*	**1,015**	**1,012**	**1,917**	**677**	**2,264**

Prepared By: Melissa Adams

Verified By: [illegible]

105

37's Total

RFP NO. 666
Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 30)*	18	18	25	3	20
B) Proposer experience in the State of Florida *(Max. Points: 15)*	7	7	11	0	13
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	5	5	20	2	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 30)*	10	10	20	5	30
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 25)*	8	8	20	3	24
B) Solution Infrastructure *(Max. Points: 25)*	9	9	15	5	23
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	5	5	16	2	18
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	2	2	10	2	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	10	10	10	0	22
B) Interfaces *(Max. Points: 25)*	5	5	15	0	23
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	10	10	30	5	45
D) Reports *(Max. Points: 30)*	5	5	15	3	30
E) Security *(Max. Points: 30)*	5	5	20	5	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	10	10	15	1	15
TOTAL POINTS *(Technical + Price)*	101	101	242	36	328

SIGNATURE

5/18/09
DATE

106

4/8/2009

RFP NO. 665
Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

Refer to the Finance

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications (Max. Points: 30)	10	10	20	8	25
B) Proposer experience in the State of Florida (Max. Points: 15)	3	3	15	0	15
C) Past system implementation experience comparable to the County requirements (Max. Points: 30)	7	7	15	5	27
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors (Max. Points: 35)	15	15	20	8	30
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan (Max. Points: 25)	10	10	17	10	20
B) Solution Infrastructure (Max. Points: 25)	10	10	20	10	20
C) Implementation Timeline (Max. Points: 20) (a.) Vendor Hosted (b.) County Hosted	10	10	(CALENDAR) 10	4	12
D) Solution Backup / Disaster Recovery (Max. Points: 15)	5	5	10	0	13
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel (Max. Points: 25)	12	12	(NO IMPLEMENTATION SOLUTION) 20	0	22
B) Interfaces (Max. Points: 25)	15	15	22	0	20
C) Solution capability to meet operational / business needs (Max. Points: 50)	10	10	(DIFFICULT TODAY) 30	5	32
D) Reports (Max. Points: 30)	10	10	15	0	26
E) Security (Max. Points: 30)	10	10	20	0	25
Proposer's proposed price will be evaluated based on overall best value to the County (Max. Points: 20)	18	18	15	CRAZY 0	15
TOTAL POINTS (Technical + Price)	145	145	249	50	302

249

SIGNATURE

5/18/09
DATE

107

RFP NO. 885
Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 30)*	8	8	18	7	24
B) Proposer experience in the State of Florida *(Max. Points: 15)*	9	9	10	8	13
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	8	8	18	7	24
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	15	15	22	8	28
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 25)*	7	7	17	6	22
B) Solution Infrastructure *(Max. Points: 25)*	7	7	17	6	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	6	6	12	5	16
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	6	6	10	5	13
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	7	7	17	6	22
B) Interfaces *(Max. Points: 25)*	7	7	17	6	22
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	12	12	30	11	40
D) Reports *(Max. Points: 30)*	8	8	18	7	24
E) Security *(Max. Points: 30)*	8	8	18	7	24
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	6	6	10	5	15
TOTAL POINTS *(Technical + Price)*					

SIGNATURE

5-18-09
DATE

RFP NO. 666
Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 30)*	10	10	20	10	25
B) Proposer experience in the State of Florida *(Max. Points: 15)*	10	10	15	1	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	15	15	25	1	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	15	15	15	10	25
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 25)*	12	12	25	5	25
B) Solution Infrastructure *(Max. Points: 25)*	12	12	25	5	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	12	12	20	5	20
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	10	10	10	5	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	12	12	25	5	25
B) Interfaces *(Max. Points: 25)*	12	12	25	6	25
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	25	25	45	20	45
D) Reports *(Max. Points: 30)*	20	20	25	10	25
E) Security *(Max. Points: 30)*	20	20	20	10	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	13	13	20	1	18
TOTAL POINTS *(Technical + Price)*	198	198	315	94	338

SIGNATURE

5/14/09
DATE

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 30)*	10	10	25	5	25
B) Proposer experience in the State of Florida *(Max. Points: 15)*	5	5	10	Ø	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	5	5	20	5	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	5	5	30	5	30
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 25)*	5	5	20	10	20
B) Solution Infrastructure *(Max. Points: 25)*	10	10	15	15	20
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	5	5	15	15	15
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	5	5	10	5	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	5	5	15	Ø	20
B) Interfaces *(Max. Points: 25)*	5	5	20	5	20
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	10	10	40	Ø	45
D) Reports *(Max. Points: 30)*	5	5	20	Ø	20
E) Security *(Max. Points: 30)*	5	5	25	Ø	25
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	10	10	15	Ø	15
TOTAL POINTS *(Technical + Price)*	90	90	280	65	310

SIGNATURE

5/18/09
DATE

110

RFP NO. [illegible]

Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted ✓	Pacific Blue Software - Vendor Hosted ✓	Manatron	Sector Source, LLC ✓	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications *(Max. Points: 30)*	10	10	24	5	24
B) Proposer experience in the State of Florida *(Max. Points: 15)*	8	8	15	5	15
C) Past system implementation experience comparable to the County requirements *(Max. Points: 30)*	7	7	20	3	30
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors *(Max. Points: 35)*	10	10	30	7	35
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan *(Max. Points: 25)*	11	11	20	1	25
B) Solution Infrastructure *(Max. Points: 25)*	10	10	19	10	25
C) Implementation Timeline *(Max. Points: 20)* *(a.) Vendor Hosted (b.) County Hosted*	9	9	15	8	17
D) Solution Backup / Disaster Recovery *(Max. Points: 15)*	5	5	11	1	15
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel *(Max. Points: 25)*	5	5	23	5	23
B) Interfaces *(Max. Points: 25)*	6	6	20	1	25
C) Solution capability to meet operational / business needs *(Max. Points: 50)*	1	1	40	1	48
D) Reports *(Max. Points: 30)*	5	5	15	1	28
E) Security *(Max. Points: 30)*	15	15	24	10	28
Proposer's proposed price will be evaluated based on overall best value to the County *(Max. Points: 20)*	3	3	14	1	12
TOTAL POINTS *(Technical + Price)*	105	105	290	59	356

SIGNATURE

5/12/09
DATE

RFP NO. 000
Tax Collection, Management, and Revenue Distribution Solution
Evaluation of Proposals

EVALUATION CRITERIA	Pacific Blue Software - County Hosted	Pacific Blue Software - Vendor Hosted	Manatron	Sector Source, LLC	Grant Street Group
Proposer's relevant experience, qualifications, capabilities and past performance in providing the type of services requested in this RFP:					
A) Proposers experience and qualifications (Max. Points: 30)	19	19	26	26	28
B) Proposer experience in the State of Florida (Max. Points: 15)	15	15	14	10	15
C) Past system implementation experience comparable to the County requirements (Max. Points: 30)	15	15	19	17	20
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors (Max. Points: 35)	26	26	30	28	32
Proposer's approach to providing the services requested in this Solicitation:					
A) Proposer's Project Plan (Max. Points: 25)	17	17	22	20	22
B) Solution Infrastructure (Max. Points: 25)	18	18	23	18	23
C) Implementation Timeline (Max. Points: 20) (a.) Vendor Hosted (b.) County Hosted	14	14	14	14	14
D) Solution Backup / Disaster Recovery (Max. Points: 15)	11	11	14	11	14
Solution Functionality: Proposer's approach to meet the functional and technical solution specification requirements described in the Solicitation, including an evaluation of how well it matches Proposer's understanding of the County's needs described in the Solicitation:					
A) Ease of Use / Solution Look and Feel (Max. Points: 25)	18	18	20	17	22
B) Interfaces (Max. Points: 25)	17	17	23	20	23
C) Solution capability to meet operational / business needs (Max. Points: 50)	40	40	45	40	45
D) Reports (Max. Points: 30)	20	20	22	20	25
E) Security (Max. Points: 30)	18	18	20	18	20
Proposer's proposed price will be evaluated based on overall best value to the County (Max. Points: 20)	14	11	15	14	15
TOTAL POINTS (Technical + Price)					

SIGNATURE

05/18/09
DATE

MIAMI-DADE COUNTY, FLORIDA
Department of Procurement Management

Technical Services Division
111 NW 1st Street, Suite 1300
Miami, FL 33015
Phone: (305) 375-1436
Fax: (305) 375- 5688

Evaluation Results Memo
RFP665– Tax Collection, Management, and Revenue Distribution Solution

The Evaluation/Selection Committee was tasked with rating and ranking the proposals received in regard to the Tax Collection, Management, and Revenue Distribution Solution Request for Proposals for the Miami-Dade Finance Department. The Evaluation/Selection Committee scoring was conclusive. The Evaluation/Selection Committee recommends that the County enter into negotiations with Grant Street Group.

The Evaluation/Selection Committee unanimously agrees that the selected vendor should be awarded a contract as a result of:

- The proposed solution provides outstanding software functionality that can be tailored to the needs of the Miami-Dade County Finance Department.
- Flexible, scalable solution capable of performing the required tasks, generating reports, and provides an easy way to track data.
- The System provides an automated approach to labor intensive tasks reducing the risk of errors.
- The Proposer expressed the willingness to work with Miami-Dade County to have a strategic relationship for this critical system.
- The Proposer is offering a hosted solution that will provide the Software as a Service incorporating all components of software development, maintenance, technical support, and dedicated professional services for the Miami-Dade County Finance Department.
- Grant Street Group has proposed a secure web based application; currently ten customers within the State of Florida are utilizing the System.
- Grant Street Group's vast experience in the State of Florida and knowledge of tax statutes and regulations make them qualified to provide the required Solution and services requested in the solicitation.

- Proposed Solution has triple redundancy to mitigate the loss of data; including a local version of the application that will reside in Miami-Dade County that includes applicable source code. This eliminates the need for an escrow agreement and reduces the County's liability.
- Vendor is offering a fixed price engagement inclusive of System licenses, hosting, and maintenance and support fees. Legislative changes requiring software modification will be completed at no charge to the County as part of the maintenance contract.

Melissa Adames, DPM Chairperson

Fernando Casamayor, Finance Department

Peter Cam, Finance Department

Miriam Abreu, Seaport Department

Lazaro Solis, Property Appraisal Department

Paul Parham, Water and Sewer Department

Jacinto Alvarez de la Campa, Enterprise Technology Services Department

Rudolph Griffith, Small Business Development

Memorandum

MIAMI-DADE COUNTY

Date: March 23, 2009

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Finance Department Request for Proposals for Tax Collection, Management, and Revenue Distribution Solution - RFP No. 665

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Finance Department Request for Proposals for Tax Collection, Management, and Revenue Distribution Solution - RFP No. 665:

Selection Committee
Melissa Adames, DPM, Non-Voting Chairperson
Fernando Casamayor, Finance
Peter Cam, Finance
Maresa Cain, Finance
Lazaro Solis, PA
Charles Parkinson, OSBM
Jacinto Alvarez de la Campa, ETSD
Rudolph Griffith, SBD
Joelle Janvier, MDT (Alternate)

Technical Advisors (Non-Voting)
Connie White, Finance
Jan Martin, ETSD
Grace Blakey, ETSD
Gerardo Gomez, Finance
Jurgen Teintze, Finance
Allen Eagle, Finance

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Carter Hammer, Director, Finance
Pedro J. Garcia, Property Appraiser
Jennifer Glazer-Moon, Director, OSBM
Angel Petisco, Interim Director, ETSD
Harpal Kapoor, Director, MDT
Penelope Townsley, Director, SBD

Selection Committee
Melissa Adames, DPM, Non-Voting Chairperson
Fernando Casamayor, Finance
Peter Cam, Finance
Maresa Cain, Finance
Lazaro Solis, PA
Charles Parkinson, OSBM
Jacinto Alvarez de la Campa, ETSD
Rudolph Griffith, SBD
Joelle Janvier, MDT (Alternate)

Technical Advisors (Non-Voting)
Connie White, Finance
Jan Martin, ETSD
Grace Blakey, ETSD
Gerardo Gomez, Finance
Jurgen Teintze, Finance
Allen Eagle, Finance

SELECTION COMMITTEE
FINANCE DEPARTMENT
REQUEST FOR PROPOSALS
TAX COLLECTION, MANAGEMENT, AND REVENUE
DISTRIBUTION SOLUTION
RFP NO. 665

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Melissa Adames Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-4029
Fernando Casamayor Tax Collector	Finance	1988	Hispanic Male	Bachelor of Professional Studies in Public Administration	None	(305) 375-5770
Peter Cam Assistant Tax Collector	Finance	1996	White Male	Masters in Civic Design	None	(305) 375-4232
Maresa Cain, Chief Ad Valorem Taxes	Finance	2003	Black Female	Pursuing a Masters in Public Administration, Bachelor of Arts in Political Science	Certified Florida Collector's Assistant (CFCA)	(305) 375-5292
Lazaro Solis Assistant Property Appraiser	PA	1987	Hispanic Male	Bachelor of Business Administration	Certified Property Evaluator for State of Florida	(305) 375-4004
Charles Parkinson Budget Coordinator	OSBM	1990	White Male	Master of Arts in Economics, Bachelor of Arts in Business Administration	None	(305) 375-1680
Jacinto Alvarez de la Campa Computer Services Manager	ETSD	1983	Hispanic Male	Master of Business Administration, Bachelors in Computer Science	None	(305) 275-7623
Rudolph Griffith Special Projects Administrator 1	SBD	1987	Black Male	Juris Doctorate, Bachelor of Arts in Economics	Florida Bar Member, Real Estate	(305) 375-3146
Joelie Janvier Controller (Alternate)	MDT	1989	Black Female	Masters in Professional Accounting	CPA	(786) 469-5190
TECHNICAL ADVISORS (NON-VOTING)						
Connie White Financial Information Systems Administrator	Finance	1988	Hispanic Female	Masters in Information Systems	None	(305) 375-5080
Jan Martin Senior Systems Analyst Programmer	ETSD	1983	White Female	Bachelor of Science in Computer Science	None	(305) 275-7610
Grace Blakey Senior Systems Application Programmer	ETSD	1979	Asian Female	Masters in Management Technology	None	(305) 596-8400
Gerardo Gomez Tax Collector Manager	Finance	1990	Hispanic Male	Juris Doctorate	Member of the Florida Bar	(305) 375-1653
Jurgen Teintze, Chief Business Licenses and Taxes	Finance	2003	White Male	Masters in Business Administration	None	(305) 375-5564
Allen Eagle Convention and Tourist Tax Manager	Finance	1989	White Male	Masters in Management Information Systems	None	(305) 375-5587

Memorandum

MIAMI-DADE COUNTY

Date: April 10, 2009

To: Melissa Adames, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Finance Department Request for Proposals for Tax Collection, Management, and Revenue Distribution Solution - RFP No. 665 (Substitution #1)

Please be advised that I am substituting Graciela Cespedes of the Finance Department in place of Maresa Cain of the same department. Ms. Cain is reassigned as a Technical Advisor. I am also substituting Paul Parham of the Miami-Dade Water and Sewer Department in place of Charles Parkinson of the Office of Strategic Business Management. In addition, I am substituting Miriam Abreu of the Seaport Department as the first alternate, in place of Joelle Janvier of the Miami-Dade Transit Department and adding Nasif Alshaier of the Public Works Department as the second alternate. Should you have any questions, please refer them to Sharon Ryland of the Department of Small Business Development at (305) 375-3133.

Selection Committee
Melissa Adames, DPM, Non-Voting Chairperson
Fernando Casamayor, Finance
Peter Cam, Finance
Graciela Cespedes, Finance
Lazaro Solis, PA
Paul Parham, WASD
Jacinto Alvarez de la Campa, ETSD
Rudolph Griffith, SBD
Miriam Abreu, Seaport (1st Alternate)
Nasif Alshaier, PWD (2nd Alternate)

Technical Advisors (Non-Voting)
Maresa Cain, Finance
Connie White, Finance
Jan Martin, ETSD
Grace Blakey, ETSD
Gerardo Gomez, Finance
Jurgen Teintze, Finance
Allen Eagle, Finance

c: Miriam Singer, Director, DPM
Carter Hammer, Director, Finance
Pedro J. Garcia, Property Appraiser
Jennifer Glazer-Moon, Director, OSBM
John Renfrow, Director, WASD
Angel Petisco, Interim Director, ETSD
Harpal Kapoor, Director, MDT
Bill Johnson, Director, Seaport
Esther Calas, Director, PWD
Penelope Townsley, Director, SBD

SELECTION COMMITTEE
FINANCE DEPARTMENT
REQUEST FOR PROPOSALS
TAX COLLECTION, MANAGEMENT, AND REVENUE DISTRIBUTION SOLUTION
RFP NO. 665
(SUBSTITUTION #1)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Melissa Adames Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-4029
Fernando Casamayor Tax Collector	Finance	1988	Hispanic Male	Bachelor of Professional Studies in Public Administration	None	(305) 375-1468
Peter Cam Assistant Tax Collector	Finance	1996	White Male	Masters in Civic Design	None	(305) 375-5570
Graciela Cespedes Deputy Finance Director	Finance	1978	Hispanic Female	Bachelor of Business Administration	CPA	(305) 375-5147
Lazaro Solis Assistant Property Appraiser	PA	1987	Hispanic Male	Bachelor of Business Administration	Certified Property Evaluator for State of Florida	(305) 375-4004
Paul Parham Computer Services Manager	WASD	1986	White Male	Master of Management Information Systems and Finance	None	(786) 552-8494
Jacinto Alvarez de la Campa Computer Services Manager	ETSD	1983	Hispanic Male	Master of Business Administration, Bachelors in Computer Science	None	(305) 275-7623
Rudolph Griffith Special Projects Administrator 1	SBD	1987	Black Male	Juris Doctorate, Bachelor of Arts in Economics	Florida Bar Member, Real Estate	(305) 375-3146
Miriam Abreu Controller (1st Alternate)	Seaport	1995	Hispanic Female	Bachelor of Business Administration and Accounting	CPA	(305) 347-4819
Nasif Alshaier Computer Services Manager (2nd Alternate)	PWD	1989	Other Male	Masters in Management Information Systems	None	(305) 375-2775
TECHNICAL ADVISORS (NON-VOTING)						
Maresa Cain, Chief Ad Valorem Taxes	Finance	2003	Black Female	Pursuing a Masters in Public Administration, Bachelor of Arts in Political Science	Certified Florida Collector's Assistant (CFCA)	(305) 375-5292
Connie White Financial Information Systems Administrator	Finance	1988	Hispanic Female	Masters in Information Systems	None	(305) 375-5080
Jan Martin Senior Systems Analyst Programmer	ETSD	1983	White Female	Bachelor of Science in Computer Science	None	(305) 275-7610
Grace Blakey Senior Systems Application Programmer	ETSD	1979	Asian Female	Masters in Management Technology	None	(305) 596-8400
Gerardo Gomez, Tax Collector Manager	Finance	1990	Hispanic Male	Juris Doctorate	Member of the Florida Bar	(305) 375-1653
Jurgen Teintze, Chief Business Licenses and Taxes	Finance	2003	White Male	Masters in Business Administration	None	(305) 375-5564
Allen Eagle Convention and Tourist Tax Manager	Finance	1989	White Male	Masters in Management Information Systems	None	(305) 375-5587

Memorandum

Date: March 23, 2009

To: Melissa Adames
Senior Procurement Officer

From: Oren Rosenthal
Assistant County Attorney

Subject: Responsiveness of Proposals for RFP 665: Tax Collection, Management, and Revenue Distribution System

---

You have asked this office if two proposals may be considered responsive to the above referenced Request for Proposals ("RFP") and considered for award. Specifically, you have asked if AimBS Inc.'s ("Aim") proposal which was delivered a day after the proposal closing and Informa Software's ("Informa") proposal which listed a total bid price as "Not Applicable" may be considered as responsive. For the reasons set forth below, we conclude that both bids are non-responsive.

FACTS

We rely on the information provided in your summary to this office on March 20, 2009 attached hereto.

As provided in the advertisement and subsequent amendment, responsive proposals were due to the Clerk of the Board on March 18, 2009 at 2:00 p.m. By that time, a number of proposals were received and stamped by the Clerk. The Clerk received a proposal from AIM via hand delivery on March 19, 2009 at 8:55 a.m.

In addition, your summary states that although timely filed, Informa's bid listed many of its itemized price proposals as a range rather than a discrete number and placed the phrase "Not Applicable – Only for Vendor Hosted" in the total price area. Moreover, Informa's price proposal indicates that it intends to "negotiate these prices to best serve the counties needs." (sic)

DISCUSSION

Based on the facts set forth above both of these bids are non-responsive.

In general, a proposal may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. *See Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). There is a two part test to determine if a specific noncompliance in a proposal constitutes a substantial and thus nonwaivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. See, e.g., *Glatstien v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla. 1981).

In the past, this office has advised that proposals submitted after the close of business on the due date should be considered presumptively invalid absent an extraordinary showing. In this case, AIM has hand delivered the late proposal the day after the bid opening with no explanation or attempt to show any circumstances which would permit the County to accept this late bid. Accordingly AIM's proposal is late and therefore non-responsive. *See, e.g., Air Support Services International Inc. v. Dade County*, 614 So.2d 583 (Fla. 3d DCA 1993); *Hewitt Contracting Co., Inc. v. Melbourne Regional Airport Authority*, 528 So.2d 122 (Fla. 5th DCA 1988).

Informa's proposal is also non-responsive because its proposal materially varied from the advertisement in that it failed to provide a total bid price and definitive bids on line items as requested. Moreover, the proposal expressly informs the County that any prices offered are subject to subsequent acts by the County and not a firm response to the proposal. This lack of certainty renders Informa's bid conditional and thus non-responsive.

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

Date: March 20, 2009

To: Oren Rosenthal
Assistant County Attorney
County Attorney's Office

From: Melissa Adames
Senior Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Legal Opinion RFP No. 665: Tax Collection, Management, and Revenue Distribution Solution

---

On March 18, 2009, proposals were received for RFP No. 665 and subsequently reviewed for responsiveness. During the review, it was noted the following Proposers have not complied with the requirements of the solicitation document. The two Proposers are Informa Software and AimBS Inc.

1) AimBS Inc.:
All proposal submissions were to be delivered to the Clerk of the Board by the RFP close date on Wednesday, March 18, 2009, at 2:00 PM. The proposal submission from AimBS, Inc. was hand delivered and received by the Clerk of the Board on March 19, 2009, at 8:55AM.

2) Informa Software:
The RFP states: "All pricing must include all cost elements including but not limited to travel, warranty, integration, maintenance, support, and professional support services provided in the Proposal response." Form B-2, Section (A) further states: "The Proposer shall state its price for providing all services as stated in Section 2.0 - Scope of Services." Informa did not provide a total proposed price for a County hosted tax collection, management, and revenue distribution solution for the initial five (5) year term. Their proposal submission stated "Not Applicable". No firm offer can be determined based on the information provided due to the fact that all prices listed are in a range.

Additionally, Section 4.1 of the RFP states: "A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive." Please review this issue and advise whether the proposals are responsive.

If you have any questions, please contact me at (305) 375- 4029. Thank you for your attention to this matter.

Attachments
Informa Software – Form B-2 Price Schedule Submission
Clerk of the Board Proposal Log

PROPOSALS RECEIVED LOG

Read: _____ P.M. by _____

Bid Number: RFP665
Bid Open Date: 3/18/2009 2:00PM
Title: TAX COLLECTION MANAGEMENT AND REVENUE DISTRIBUTION SOLUTION

No.	Bid Proposal From	FEIN #	Sfx	Delivered By	Last UpdateUser	Rcvd Date	Rcvd Time	Late	Pkg	Env	Box
1	FL BUSINESS TECHNOLOGIES, LLC D/B/A INFORMA SOFTWARE			UPS	Olga Valverde	03/18/1909	8:13AM	☐	0	0	1
2	GRANT STREET GROUP INC			HAND DELIVERED	Olga Valverde	03/17/2009	12:05PM	☐	0	0	1
3	MANATRON			UPS	Olga Valverde	03/17/2009	8:29AM	☐	0	0	2
4	PACIFIC BLUE SOFTWARE			FED-X	Olga Valverde	03/18/2009	10:23AM	☐	0	0	2
5	SECTORSOURCE			HAND DELIVERED	Olga Valverde	03/18/2009	11:21AM	☐	0	0	1
6	TYLER TECHNOLOGIES / CLT APPRAISAL & TAX SOLUTIONS			FED-X	Olga Valverde	03/18/2009	12:40PM	☐	0	1	0

7 aimbs, Inc 8:55AM ON 3/19/09 1 Box. 3/19/09
(Hand Delivered)

CLERK OF THE BOARD
2009 MAR 18 PM 2:00
CLERK, BROWARD COUNTY COURTS

CLERK OF THE BOARD
2009 MAR 18 PM 2:00
CLERK, BROWARD COUNTY COURTS

124

3/18/2009 1:56:49PM

Received: [signature] Date: 3/18/09

Form B-2, County Hosted Price Proposal

"The Proposer's price shall be submitted on either Form B-1 "Price Proposal Schedule – Vendor Hosted Solution" or Form B-2 "Price Proposal Schedule - County Hosted Solution".

Based on a review of the Miami Dade requirements, the below information from the forms has been compiled. A rate chart has been included with this document and it is recommended for long time partners to contract for numbers of hours to be utilized in multiple areas. Informa Software based on what Miami Dade selects agrees that it will negotiate these prices to best serve the counties needs.

Form B-2

Price Proposal Schedule

County Hosted Solution

TAX COLLECTION, MANAGEMENT, AND REVENUE DISTRIBUTION SOLUTION

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Additional sheets may be added as applicable. (For information regarding submitting a price proposal in an alternate format, please refer to the RFP Section 3.2)

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

A. PROPOSED PRICE

The Proposer shall state its price for providing all services as stated in Section 2.0 - Scope of Services.

TOTAL PROPOSED PRICE FOR A VENDOR HOSTED TAX COLLECTION, MANAGEMENT, AND REVENUE DISTRIBUTION SOLUTION FOR THE INITIAL,FIVE (5) YEAR TERM:

$ Not Applicable - Only for Vendor Hosted

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

B. BREAKDOWN OF PROPOSED PRICE

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

[illegible]	[illegible]
Software License Fee	$ 750,000
Software Module 1 – Current and Delinquent Real Property Taxes *(Please provide detailed cost breakdown below)*	$ Included above Fee
Software Module 2 - Current and Delinquent Tangible Personal Property Taxes *(Please provide detailed cost breakdown below)*	$ Included above Fee

Software Module 3 - Current and Delinquent Local Business Tax Receipts *(Please provide detailed cost breakdown below)*	$ Included above Fee
Software Module 4 - Convention and Tourism Taxes *(Please provide detailed cost breakdown below)*	$ Included above Fee
Software Module 5 - Bankruptcy/Litigation Case Management Solution *(Please provide detailed cost breakdown below)*	$ Included above Fee
Software Module 6 - Public Service Cashiering *(Please provide detailed cost breakdown below)*	$ 150,000 - 225,000
Web Services for Web Payments and Public Inquires (Must interface with County Payment Gateway, IBM WebSphere)	$ 75,000 - 125,000
Imaging (EDMS) Solutions (Indicate whether interfacing with existing imaging Solutions and/or providing new solutions)	$ New Solution N/C
Testing and Implementation	$ 150,000 - 250,000
Security – ISO, PCI Compliance	$ 25,000 - 100,000
Hardware *(Please provide detailed cost breakdown below in Form B-2 Item A)*	
Data Conversion *(Please provide detailed cost breakdown below)*	$ 150,000 - 275,000
Training *(Please provide detailed cost breakdown below)*	$ 50,000 - 125,000
Interfaces *(Please provide detailed cost breakdown below)*	$ 75,000 - 250,000
Backup and Recovery *(Five years)*	$ 75,000 - 550,000
Software Escrow Agreement *(Initial Contract Term)*	$
Travel	$ 50,000 - 150,000
Additional Costs and Fees *(Please list and add additional sheets as necessary)*	$
[illegible]	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period.
Maintenance and Technical Support Service Fees Year 2	$ 200,000
Maintenance and Technical Support Service Fees Year 3	$ 200,000
Maintenance and Technical Support Service Fees Year 4	$ 200,000
Maintenance and Technical Support Service Fees Year 5	$ 200,000
[illegible]	

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

Informa will leverage its staff to make sure the numbers based on the proposed budget above are achieved. Therefore detailed breakdowns are not listed as the sourcing and staffing will not typically follow the outlined areas. If Informa is chosen as the vendor to handle this work for Miami Dade further detailed can be estimated on the detail sheets that were provided.

Form B-2 Item A, Hardware Price Proposal

Much of this information will be reviewed at the point of contract signing, however, time was spent on the Florida State Contract site determining price points for each requested items. Several items would require more investigation to determine if there is additional need or if the equipment already proposed would be able to be utilized.

Form B-2 ITEM A

HARDWARE PRICE PROPOSAL

The Proposer should itemize all hardware that will need to be purchased by the County to make the proposed Solution operate according to the specifications in Section 2.0 of this RFP. Please provide manufacturer and model numbers for all hardware as applicable.

Hardware Price Proposal

Hardware	Number of Units	Manufacturer (Including CPU Size and Operating System Version, if Applicable)	Model #	Unit Price	Extended Price / Total
Production Database server	1	HP 2.7G WIN 2K8	385G5P	$15,500	$15,500
Production Application Server	1	HP 2.7G WIN 2K8	385G5P	$15,500	$15,500
Training/Test Server	1	HP 2.7G WIN 2K8	385G5P	$7,500	$7,500
E-mail Server	1	HP 2.7G WIN 2K8	385G5P	$7,500	$7,500
SIP Server		N/A			
Web Portal Server	1	HP 2.7G WIN 2K8	385G5P	$7,500	$7,500
Networking Equipment		TBD			
Report Writing Server	1	HP 2.7G WIN 2K8	385G5P	$7,500	$7,500
Electronic Payment Server		TBD			
Interactive Voice Notification		N/A			
Bluecoat Appliances for Filtering	2	BlueCoat Security	SG510-2	$18,000	$36,000
Terminal Servers	1	HP 2.7G WIN 2K8	385G5P	$15,500	$15,500
Backup/Recovery	1	HP Storage Works	LT0-4	$3,100	$3,100
Other (Please specify)		TBD			

Hardware	Number of Units	Manufacturer (Including CPU Size and Operating System Version, if Applicable)	Model #	Unit Price	Extended Price / Total
Label printer		TBD			
Barcode Scanners		TBD			
Handheld Scanners		TBD			
Flatbed scanners		TBD			
Cash Register/ Point of Sale	20	Panini Vision X	VX50	$1,000	$20,000
E-Commerce Equipment (if applicable) (i.e. Credit card machines)		TBD			
Other (please specify)		TBD			
GRAND TOTAL :					$135,600

C. OPTIONAL SERVICES

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

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE

OTR 1 - Ongoing Maintenance and Technical Support Service Fees (Years 6 through 10)	-	$
Ongoing Maintenance and Technical Support Service Fees Year 6	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 7	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 8	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 9	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 10	$ 250,000	
OTR 2 - Ongoing Maintenance and Technical Support Service Fees (Years 11 through 15)	-	$
Ongoing Maintenance and Technical Support Service Fees Year 11	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 12	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 13	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 14	$ 250,000	
Ongoing Maintenance and Technical Support Service Fees Year 15	$ 250,000	
OTR 3 - Ongoing Maintenance and Technical Support Service Fees (Years 16 through 20)	-	$
Ongoing Maintenance and Technical Support Service Fees Year 16	$ 250,000	

Ongoing Maintenance and Technical Support Service Fees Year 17	$ $250,000.00	
Ongoing Maintenance and Technical Support Service Fees Year 18	$ $250,000.00	
Ongoing Maintenance and Technical Support Service Fees Year 19	$ $250,000.00	
Ongoing Maintenance and Technical Support Service Fees Year 20	$ $250,000.00	

OPTIONAL DOCUMENT IMAGING SYSTEM		
Software / Equipment	**Description**	**Price**
ImageQuest Software	Included with Tax Software Package	$ N/A
		$
		$
		$
		$
		$
		$
		$
	Grand Total:	$

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

Project Manager	$ See Chart	Per Hour
Programmer	$ See Chart	Per Hour
Junior Programmer	$ See Chart	Per Hour
Web Developer	$ See Chart	Per Hour
Consultant	$ See Chart	Per Hour
Trainer	$ See Chart	Per Hour
System Administrator	$ See Chart	Per Hour
Database Administrator	$ See Chart	Per Hour
On-Site Training (Per Day)	$ See Chart	Per Day
Other		

Charges for consulting services will be based on the number of hours contracted. The best rates would be applied based on the number of hours projected. Our long term partners take advantage of the rate reductions by purchasing hours to be utilized throughout the year. Below is our standard billing chart as related to consulting engagements. This will also allow Miami Dade to leverage the entire Informa team based on expertise and area of experience vs. a singular point of information.

Chart for Services and Hourly Rates

Rate	Hours Contracted	Pre-Paid
$95 / Hour	2500 / Year	Yes
$115 / Hour	1500 / Year	Yes
$125 / Hour	750 / Year	Yes
$145 / Hour	500 / Year	Yes
$185 / Hour	250 / Year	Yes
$200 / Hour	100 / Year	Yes
$250 / Hour	AD-HOC	No

Clearly, based on each engagement we try to make the consulting services pricing as economical as possible based on the length of the engagement.

NOTES on FEES for EXPENSES:

1. ***Charges for freight, postage and shipping are reimbursed by Miami Dade based on actual expense.***
2. ***Out-of-pocket expenses for travel, lodging, meals and any applicable sales tax are reimbursed by Miami Dade based on actual expense.***

Notes:

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

E. COUNTY USER ACCESS PROGRAM (UAP)

Joint purchase and entity revenue sharing program

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

3. 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

4. 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: Informa Software

Authorized Signature: Mark Haecker

Print Name and Title: Mark Haecker - V.P of Technologies

Federal Employer Identification Number: 26-0000350

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