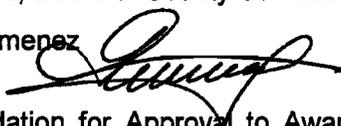


Memorandum



Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Recommendation for Approval to Award: Enterprise Content Management Solution
with Customizable Workflow Capability

Agenda Item No. 8(F)(13)
Resolution No. R-967-11

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of this contract to EMC Corporation to provide an Electronic Content Management Solution with Customizable Workflow Capability for the Enterprise Technology Services and Finance Departments.

CONTRACT NUMBER: RFP733

CONTRACT TITLE: Enterprise Content Management System

TERM: Two years with three, two year options-to-renew

APPROVAL TO ADVERTISE: October 27, 2010

METHOD OF AWARD: To the responsive and responsible proposer whose offer results in the best value to the County.

CONTRACT AMOUNT: \$2,275,000
**If the County chooses to exercise the three, two year options-to-renew, the cumulative value will be \$ 3,565,000.*

USING/MANAGING AGENCIES AND FUNDING SOURCES:

Department	Allocation	Funding Source	Contract Manager
Enterprise Technology Services Department	\$ 1,627,000	Internal Service Funds	Chris Crowley
Finance Department	\$ 648,000	Proprietary Funds	Connie White
Total	\$ 2,275,000		

BACKGROUND

A Request for Proposals was issued October 27, 2010 to obtain an Enterprise Content Management Solution (ECM) with Customizable Workflow Capability to replace the County's legacy Electronic Document Management System (EDMS). This tool serves as the document repository that stores over 45 million documents including county wide personnel files, voter precinct registrations, police incident

reports, crime scene photographs, and arrest affidavit forms. The EDMS technology is used by various county departments. EDMS stores documents but does not have the capability to process complex document approval workflows required for County operations such as the Accounts Payable workflow automation implementation. This required functionality is included in this contract for the Finance Department.

The new ECM solution will modernize and streamline County operations. It provides two major benefits, enhanced document content and repository; and complex workflow management.

The ECM enhanced document content and repository does the following:

- Provides state-of the art records management and tools to aid automation and compliance with Florida Statutes for document retention and improved access to public records.
- Enhances fiscal transparency and accountability by providing citizens a tool to view detail documents.
- Promotes efficiency and more effective delivery of services, and electronic information sharing and collaboration between departments and agencies while reducing or eliminating storage requirements.
- Improves security through information access control, data protection, auditing tools; and automatic redaction of sensitive information as required by state law.

Workflow improvements include the following:

- The ECM Accounts Payable Imaging and Workflow Automation Solution (IWA) will allow automated centralization of invoices received and capability to store documents in electronic form.
- Streamlines the accounts payable process by using intelligent capture of invoice information and electronic routing and approval of invoices, thus eliminating routing of paper invoices.
- Reduces invoice receipt-to-pay cycle time, enhancing invoicing control and reporting and research capabilities, and promoting efficiencies during financial audits, and disaster recovery.
- Allows the implementation of a shared services concept for countywide accounts payable, which is a model to be adopted to automate other processes within the County. Once IWA has been implemented countywide, there will be future workflow implementations benefiting multiple departments.

The recommended vendor, ECM Corporation, proposed the best-value technical solution to the County to meet the operational needs identified in the solicitation. Additionally, the licensing model includes up to 7,000 users, provides substantial administrative efficiencies, as well as cost avoidance when compared to per user license models. The County's negotiation team obtained a reduction of \$89,278 from the initial proposed cost. An allocation is included for professional services to integrate this technology with Port of Miami related systems.

This best value contract will provide the County with application software licenses, implementation, configuration, testing, planning, documentation, training and post-implementation support for an ECM

with customizable workflow capability. The contract includes software maintenance and support services for the entire contract term.

PROCUREMENT

CONTRACTING OFFICER: Beth Goldsmith

VENDOR RECOMMENDED FOR AWARD:

Awardee	Address	Principal
EMC Corporation (Non-Local)	176 South Street Hopkinton, MA 01748	Joseph Tucci

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:

Proposers	Reason for Not Recommending
Autonomy Corp.	Evaluation Scores/Ranking. These firms' offers were ranked lower than the recommended proposer.
Carahsoft Technology Corp.	
Hyland Software, Inc.	
International Business Machines Corp.	
IKON Office Solutions Inc.	Evaluation Scores/Ranking. These firms' offers were ranked lower than the recommended proposer.
Imagitek Ltd.	
Perceptive Software, LLC	This firm's offer was deemed non-responsive by the County Attorney's Office (CAO).
Global 360, Inc.	

REVIEW COMMITTEE DATE: August 4, 2010

CONTRACT MEASURES: A Small Business Enterprise (SBE) Selection Factor was applied in accordance with the Ordinance.

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.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 4

**ESTIMATED CONTRACT
COMMENCEMENT DATE:**

Upon approval by the Board of County Commissioners and expiration
of the Mayoral veto period.


Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 15, 2011

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

SUBJECT: Agenda Item No. 8(F)(13)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(13)
11-15-11

RESOLUTION NO. R-967-11

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH EMC CORPORATION IN AN AMOUNT NOT TO EXCEED \$2,275,000 FOR THE INITIAL CONTRACT TERM AND \$3,565,000 FOR THE OPTION TO RENEW PERIODS IN THE AGGREGATE, TO OBTAIN AN ENTERPRISE CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY FOR THE ENTERPRISE TECHNOLOGY SERVICES AND FINANCE DEPARTMENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. RFP733

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 EMC Corporation in substantially the form attached hereto and made a part hereof, for an amount not to exceed \$2,275,000 (Two Million Two Hundred Seventy-five Thousand Dollars) for the initial contract term and \$3,565,000 (Three Million Five Hundred Sixty-five Thousand Dollars) for the option to renew periods in the aggregate; 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 **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	absent
Bruno A. Barreiro	aye	Lynda Bell aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Rebeca Sosa	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. 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: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Daniel Frastai

Memorandum



Date: March 3, 2011

To: George M. Burgess
County Manager

Thru: Miriam Singer, CPPC *M. Singer*
Director
Department of Procurement Management

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

Subject: Report of Review Team for RFP733: Enterprise Content Management Solution With Customizable Workflow Capability

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

Evaluation/Selection Committee Meeting Dates:

December 9, 2010 – Kickoff Meeting
January 4, 5, 7, 2011 – Preliminary Technical Evaluation Meetings
January 7, 2011 – Preliminary Scoring Session
February 11, 2011 – Oral Presentations
February 14, 2011 – Final Evaluation and Scoring Session

Verification of compliance with contract measures:

The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. None of the Proposers who submitted responses are certified SBE firms.

Verification of compliance with minimum qualification requirements:

Nine proposals were received in response to the RFP. The solicitation had minimum qualification requirements which were reviewed by the Chairperson and the County Attorney's Office. The proposal, received from Global 360, Inc. was deemed non-responsive, and violated Section 1.3 of the RFP due to the confidential and proprietary stamps throughout the proposal. Consistent with County Attorney's Office guidance, the vendor has been notified and its proposal has been returned. All other proposals submitted were in compliance with the minimum qualification requirements and were responsive.

Summary of Scores:

The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the eight responsive proposals submitted in reference to the RFP. Proposals were received from Autonomy, Inc., Carahsoft Technology Corp., EMC Corporation, Hyland Software, Inc., IKON Office Solutions, Inc., Imagitek LTD, International Business Machines Corporation, and Perceptive Software. After completion of a technical review of the proposals received, the Evaluation/Selection Committee conducted preliminary scoring.

The preliminary scores are as follows:

Proposer	Evaluation Score (Max. 425 pts)	Price Score (Max. 75 pts)	Total Combined Score (Max. 500 pts)	Price Submitted
EMC Corporation	379	60	439	\$ 2,188,724.32
✓ International Business Machines Corporation	352	42	394	\$ 2,099,778.00
✓ Hyland Software, Inc.	291	61.5	352.5	\$ 2,099,249.35
✓ Imagitek LTD	290	58.3	348.3	\$ 2,094,891.00
✓ IKON Office Solutions, Inc.	246	57	303	\$ 2,090,829.00
✓ Carahsoft Technology Corp.	223	45	268	\$ 2,387,152.40
✓ Autonomy, Inc.	205	50	255	\$ 2,094,572.00
✓ Perceptive Software	188	58	246	\$ 1,789,347.00

The Evaluation/Selection Committee concluded that EMC Corporation and International Business Machines Corporation (IBM) are qualified to perform the work. Both companies were recommended for oral presentations to better assess the products being offered. The Evaluation/Selection Committee met on February 11, 2011 for oral presentations with EMC Corporation and IBM. On February 14, 2011, a technical discussion and final evaluation meeting was held and scoring was completed.

Final Scores Post Oral Presentation are as follows:

Proposer	Evaluation Score (Max. 425 pts)	Price Score (Max. 75 pts)	Total Combined Score (Max. 500 pts)	Price Submitted
EMC Corporation	383	62	445	\$ 2,188,724.32
International Business Machines Corporation	336	30	366	\$ 2,099,778.00

Local Preference:

Local Preference was applied, and did not affect the outcome.

Negotiations:

Negotiations:

The Evaluation/Selection Committee recommends that the County enter into negotiations with EMC Corporation. The Proposal offered by EMC Corporation was the highest ranked and offers the County the best overall value. The following individuals will participate in the negotiations:

Julian Manduley, Department of Procurement Management
Connie White, Finance Department
Juan Adan, Finance Department
Mary Fuentes, Enterprise Technology Services Department
Christopher Crowley, Enterprise Technology Services Department

Justification for Recommendation:

A Request for Proposals was issued in order to select an Enterprise Content Management Solution with Customizable Workflow Capability for the Miami-Dade Enterprise Technology Services and Finance departments.

The Enterprise Content Management Solution (ECM) will be the core electronic repository for official County records. All County departments will utilize the proposed ECM solution by storing and sharing documents and will use electronic forms with workflow for business process improvement. In addition, other government organizations that may use the ECM solution include, but would not be limited to, are the Clerk of the Court, Property Appraiser, the State Attorney's, and Public Defender's Offices, as well as all local governments located in Miami-Dade County.

The RFP includes a requirement for an Accounts Payable Imaging and Workflow Automation (IWA) Solution (also referred to in this RFP as Customizable Workflow Capability) for processing accounts payable invoices and related documents for use throughout the County. EMC Corporation will be required to provide application software licenses, implementation, configuration, testing, planning, data migration, documentation, training, and subsequent software maintenance and support services throughout the term of the resultant contract.

It is recommended that the County enter into negotiations with EMC Corporation. The solution proposed by EMC Corporation is capable of meeting all requirements outlined in the solicitation. The Evaluation/Selection Committee agrees that EMC Corporation should be recommended to proceed with negotiations for the following reasons:

- EMC Corporation has a large ECM installation base including a comprehensive list of clients and implemented modules comparable to those required by Miami-Dade County. These include San Diego, and Los Angeles Counties.
- EMC Corporation has a large Accounts Payable Imaging and Workflow Automation solution (A/P IWA) base including a comprehensive list of clients comparable to Miami-Dade County's. These include the Saskatoon Health Region (Canadian Province of Saskatchewan's largest Healthcare Provider) with over 400,000 annual invoices processed, Univar USA (leading chemical distributor) with over 700,000 annual invoices processed and more than 30,000 vendors, and Smith & Nephew with over 120,000 annual invoices processed.
- The firm's proposed project plan is sound and complete, emphasizing design and implementation of both the ECM infrastructure and A/P IWA solution. The proposed approach

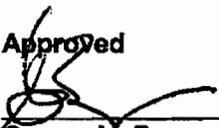
vendor's development environment while the ECM design and installation is taking place in the County's technology environment.

- EMC proposed establishing teams comprised of both County and EMC Staff to facilitate the knowledge transfer needed for successful implementation. A very strong training program is included with onsite training for both team members and train-the-trainer curricula.
- EMC Corporation is a financially solid company with revenue of \$14 billion, and net income of \$1.1 billion for calendar year 2009. EMC invests 12% of its annual revenue, and has 9,600 employees dedicated to research and development. Detailed resumes were provided exhibiting extensive experience and product certification.
- EMC's proposed solution has industry leading features, including a unique security module which allows users (if given permission) to grant access to documents, with automatic expiration, without central security involvement. The solution also provides built-in integration tools reducing the need for third party products. Document integrity is checked and maintained as part of the core product. The proposed solution is configured for high availability ensuring continuous operation during application maintenance;
- The proposed A/P IWA Solution will be developed on the ECM proposed platform using standard tools and configuring the application as the business process requires. This enables regular upgrades of the technology without waiting for a third party application to be upgraded and certified. Furthermore, the A/P IWA application solution may be used as basis for other similar IWA applications in the County. By sharing a platform among applications, future cross-application content sharing and more interdependent applications can be built for further efficiencies.

Attachments

Copies of the Evaluation Results Memo, score sheets for each Evaluation/Selection Committee scoring member, as well as a composite score sheet are attached.

Approved


George M. Burgess
County Manager

3/16/11
Date

Not Approved

George M. Burgess
County Manager

Date

RFP No. 733
Enterprise Content Management Solution with Customizable Workflow Capability
FINAL EVALUATION OF PROPOSALS

COMPOSITE SCORE SHEET			
SELECTION CRITERIA	PROPOSERS	EMC, CORP.	IBM, CORP.
Proposer's relevant ECM and IWA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. <i>(Max Points: 75 [15 pts per Review Team Member])</i>		71.00	74.00
Relevant ECM and IQA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. <i>(Max Points: 50 [10 pts per Review Team Member])</i>		45.00	48.00
PROPOSER'S APPROACH AND METHODOLOGY			
(A) Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to: - Installation and configuration planning and approach - Installation and configuration timeline - Documentation - Training - Maintenance and support - Solution architecture and infrastructure <i>(Max Points: 50 [10 pts per Review Team Member])</i>		43.00	28.00
(B) Proposer's implementation services and support capabilities for IWA proposed solution, including but not limited to: - Implementation approach - Implementation timeline - Project Plan - Documentation - Business process review (BPR) - Cultural change management - Training - Maintenance and support <i>(Max Points: 75 [15 pts per Review Team Member])</i>		67.00	55.00
Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document. <i>(Max Points: 150 [30 pts per Review Team Member])</i>		132.00	107.00
Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management. <i>(Max Points: 25 [5 pts per Review Team Member])</i>		25.00	24.00
Proposed price will be evaluated based on the overall best value to the County <i>(Max Points: 75 [15 pts per Review Team Member])</i>		62.00	30.00
TOTAL POINTS <i>(Technical + Price)</i>		445.00	366.00
Local Preference* <i>(Highest ranked proposer's total points - 5% = Local Preference range)</i>			claiming local preference

Signature: *John R. Mulaney*
 Chairperson:
Beth Holdsmith
 Reviewed By

Ranking	
Local Preference	
Is highest ranked local? Y/N	
Is firm within 5% local? Y/N	
Is any firm within 5% of the highest ranked? Y/N	

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RFP NO. 733
 Electronic Content Management Solution with Customizable Workflow Capability
 Evaluation of Proposals

EVALUATION CRITERIA	EMC CORP.	IBM CORP.
Proposer's relevant ECM and MVA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. (Max Points: 15)	15	15
Relevant ECM and MVA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. (Max Points: 10)	9	10
A. Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to: -Installation and configuration planning and approach -Installation and configuration timeline -Documentation -Training -Maintenance and support -Solution architecture and Infrastructure (Max Points: 10)	10	7

<p>B. Proposer's implementation services and support capabilities for IMA proposed solution, including but not limited to:</p> <ul style="list-style-type: none"> -Implementation approach -Implementation timeline -Project Plan -Documentation -Business process review (BPR) -Cultural change management -Training -Maintenance and support <p>(Max Points: 15)</p>		<p>10</p>	<p>9</p>
<p>Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document (Max Points: 30)</p>		<p>30</p>	<p>28</p>
<p>Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management (Max Points: 5)</p>		<p>5</p>	<p>5</p>
<p>Proposed price will be evaluated based on the overall best value to the County (Max Points: 15)</p>		<p>15</p>	<p>10</p>
<p>TOTAL POINTS (Technical + Price)</p>	<p>94</p>	<p>84</p>	

Stephen J. Jasso
SIGNATURE

RFP NO. 733
 Electronic Content Management Solution with Customizable Workflow Capability
 Evaluation of Proposals

EVALUATION CRITERIA	EMC CORP.	IBM CORP.
Proposer's relevant ECM and IMA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. (Max Points: 15)	13	14
Relevant ECM and IMA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. (Max Points: 10)	8	10
A. Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to: -Installation and configuration planning and approach -Installation and configuration timeline -Documentation -Training -Maintenance and support -Solution architecture and infrastructure (Max Points: 10)	7	6

<p>B. Proposer's implementation services and support capabilities for IMA proposed solution, including but not limited to:</p> <ul style="list-style-type: none"> -Implementation approach -Implementation timeline -Project Plan -Documentation -Business process review (BPR) -Cultural change management -Training -Maintenance and support <p>(Max Points: 15)</p>		<p>12</p> <p>9</p>
<p>Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document</p> <p>(Max Points: 30)</p>	<p>22</p>	<p>19</p>
<p>Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management</p> <p>(Max Points: 5)</p>	<p>5</p>	<p>5</p>
<p>Proposed price will be evaluated based on the overall best value to the County</p> <p>(Max Points: 15)</p>	<p>10</p>	<p>5</p>
<p>TOTAL POINTS (Technical + Price)</p>	<p>77</p>	<p>68</p>


 SIGNATURE

RFP NO. 733
Electronic Content Management Solution with Customizable Workflow Capability
Evaluation of Proposals

EVALUATION CRITERIA	EMC CORP.	IBM CORP.
<p>Proposer's relevant ECM and IWA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. (Max Points: 15)</p>	15	15
<p>Relevant ECM and IWA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. (Max Points: 10)</p>	9	8
<p>A. Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to:</p> <ul style="list-style-type: none"> -Installation and configuration planning and approach -Installation and configuration timeline -Documentation -Training -Maintenance and support -Solution architecture and infrastructure (Max Points: 10)	8	4

71

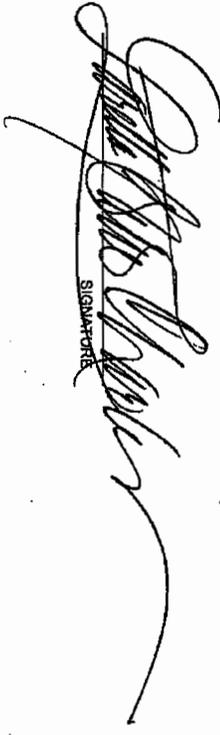
B. Proposer's implementation services and support capabilities for IWA proposed solution, including but not limited to: -Implementation approach -Implementation timeline -Project Plan -Documentation -Business process review (BPR) -Cultural change management -Training -Maintenance and support (Max Points: 15)	15	15
Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document (Max Points: 30)	25	20
Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management (Max Points: 5)	5	5
Proposed price will be evaluated based on the overall best value to the County (Max Points: 15)	15	0
TOTAL POINTS (Technical + Price)	92	67


SIGNATURE

RFP NO. 733
Electronic Content Management Solution with Customizable Workflow Capability
Evaluation of Proposals

EVALUATION CRITERIA	EMC CORP.	IBM CORP.
Proposer's relevant ECM and IMA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. (Max Points: 15)	15	15
Relevant ECM and IMA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. (Max Points: 10)	10	10
A. Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to: -Installation and configuration planning and approach -Installation and configuration timeline -Documentation -Training -Maintenance and support -Solution architecture and Infrastructure (Max Points: 10)	10	5

<p>B. Proposer's implementation services and support capabilities for IWA proposed solution, including but not limited to:</p> <ul style="list-style-type: none"> -Implementation approach -Implementation timeline -Project Plan -Documentation -Business process review (BPR) -Cultural change management -Training -Maintenance and support <p>(Max Points: 15)</p>		15
<p>Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document</p> <p>(Max Points: 30)</p>	25	20
<p>Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management</p> <p>(Max Points: 5)</p>	5	5
<p>Proposed price will be evaluated based on the overall best value to the County</p> <p>(Max Points: 15)</p>	15	10
<p>TOTAL POINTS (Technical + Price)</p>	95	75


SIGNATURE

RFP NO. 733
 Electronic Content Management Solution with Customizable Workflow Capability
 Evaluation of Proposals

EVALUATION CRITERIA	EMC, CORP.	IBM CORP.
Proposer's relevant ECM and IMA experience, qualifications, and past performance. Proposing firm's vision, fit, financial stability, product roadmap, etc. (Max Points: 15)	13	15
Relevant ECM and IMA experience and qualifications of key personnel, including key personnel of subcontractor(s) that will be assigned to this project. (Max Points: 10)	9	10
A. Proposer's implementation services and support capabilities for ECM proposed solution, including but not limited to: -Installation and configuration planning and approach -Installation and configuration timeline -Documentation -Training -Maintenance and support -Solution architecture and infrastructure (Max Points: 10)	8	6

<p>B. Proposer's implementation services and support capabilities for IWA proposed solution, including but not limited to:</p> <ul style="list-style-type: none"> -Implementation approach -Implementation timeline -Project Plan -Documentation -Business process review (BPR) -Cultural change management -Training -Maintenance and support <p>(Max Points: 15)</p>		15	12
<p>Proposer's approach and methodology to meet the technical and functional requirements as outlined in Section 2.0 of the document</p> <p>(Max Points: 30)</p>		30	20
<p>Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management</p> <p>(Max Points: 5)</p>		5	4
<p>Proposed price will be evaluated based on the overall best value to the County</p> <p>(Max Points: 15)</p>		7	5
<p>TOTAL POINTS (Technical + Price)</p>		87	72

Ruwarda Robinson
SIGNATURE

RFP No. 733
 Enterprise Content Management Solution with Customizable Workflow Capability
 PRELIMINARY EVALUATION OF PROPOSALS

SELECTION CRITERIA	PROPOSERS	AUTONOMY	CARAHSOFT TECHNOLOGY, CORP.	EMC, CORP.	HYLAND SOFTWARE	IBM, CORP.	IKON	IMAGITEK LTD./ PRODDAGO	PERCEPTIVE SOFTWARE
	Proposer's relevant ECM and NVA experience, including relevant awards and recognition (e.g., Best of Show, etc.) (Max Points: 25 (15 pts per Review Team Member))	27.00	21.00	67.00	62.00	74.00	38.00	54.00	50.00
	Relevant ECM and NVA experience and qualifications relevant to the County of Santa Clara and the proposed solution (that will be applied in this project). (Max Points: 20 (10 pts per Review Team Member))	23.00	21.00	44.00	38.00	50.00	28.00	44.00	21.00
	(A) Proposer's implementation services and support for the ECM proposed solution, including but not limited to: - Installation and configuration planning and approach - Documentation - Training - Maintenance and support - Hardware, software and infrastructure (Max Points: 20 (10 pts per Review Team Member))	21.00	28.00	38.00	35.00	38.00	38.00	32.00	20.00
	(B) Proposer's implementation services and support capabilities for NVA proposed solution, including but not limited to: - Implementation approach - Implementation timeline - Project Plan - Documentation - Hardware, software and infrastructure - Cultural change management - Training - Maintenance and support (Max Points: 20 (10 pts per Review Team Member))	29.00	35.00	64.00	42.00	59.00	52.00	48.00	21.00
	Proposer's approach and methodology to meet the requirements of the County of Santa Clara as set forth in Section 2.3 of the document. (Max Points: 10 (10 pts per Review Team Member))	93.00	93.00	140.00	107.00	108.00	86.00	101.00	70.00
	Proposer's approach and methodology to meet Federal, State and County records retention policy and schedules and to support records management. (Max Points: 25 (15 pts per Review Team Member))	12.00	24.00	25.00	6.00	24.00	6.00	11.00	6.00
	Proposed price will be evaluated based on the overall best value to the County. (Max Points: 25 (15 pts per Review Team Member))	90.00	45.00	80.00	61.50	42.00	57.00	58.30	58.00
	TOTAL POINTS	265.00	268.00	417.05	352.50	394.00	303.00	348.30	246.00
	Offeror rated proposer's best value - 2K = Local Preference								
	Local Preference								
	Offeror rated proposer's best value - 2K = Local Preference								
	Local Preference								
	Offeror rated proposer's best value - 2K = Local Preference								
	Local Preference								

Claiming Local Preference

Claiming Local Preference

Print Name:
John B. Hovener

Signature:
Beth Goldsmith
Beth Goldsmith

Offeror	NO
Local Preference	NO
Best Value Offered (BVO) Y/N	NO
Offeror's Offer (BVO) Y/N	NO
Is the offer within 1% of the highest ranked? Y/N	NO

EVALUATION CRITERIA	AUTONOMY	CHANDROBT TECHNOLOGY CORP.	DMC CORP.	HYLAND SOFTWARE	IMA CORP.	IRON	MACREX LTD./PROGADO	PERCEPTIVE SOFTWARE
Propose/Implement ECM and IM solutions, capabilities, and post implementation support services. (Max Points: 15)	9	6	13	12	15	15	15	15
Relevant ECM and IM experiences and qualifications of key personnel. (Max Points: 10)	8	7	10	10	8	8	10	10
A. Proposer's Implementable services and support capabilities for local and global file sharing, file archiving, etc.								
<ul style="list-style-type: none"> Scalability and capacity Availability and uptime Integration and configuration Customization Training Retention and support Retention architecture and measurement (Max Points: 15)	8	9	8	10	9	8	8	8
<ul style="list-style-type: none"> Integration with other systems Security and compliance For IM/ECM proposed solution, including but not limited to: <ul style="list-style-type: none"> Implementation approach Project plan Communication Custom change management Training and support (Max Points: 15)	11	9	15	13	15	15	15	15
<ul style="list-style-type: none"> Proposer's approach and methodology to track the backlog of work items and to be outlined in Section 1.8 of the proposal. (Max Points: 20)	20	27	29	20	20	20	21	22
<ul style="list-style-type: none"> Proposer's approach and methodology to track the backlog of work items and to be outlined in Section 1.8 of the proposal. (Max Points: 5)	5	5	5	0	5	0	5	5
Proposed prices will be evaluated based on the overall best value to the agency. (Max Points: 10)	15	15	15	15	15	15	15	15
TOTAL POINTS (Range: 0-100)	72	78	95	80	82	82	89	80


 DATE: January 7, 2011

RFQ NO. 101
 Electronic Content Management and Archiving
 Evaluation of Proposals
 May 7 Number (ETN)

EVALUATION CRITERIA	AUTHORITY	GAMMA/ST TECHNOLOGY, CORP.	BMC CORP.	IRLAND SOFTWARE	BSE CORP.	NOH	IMAGES, LTD. / PRODIGO	PERCEPTIVE SOFTWARE
Proposer's relevant ECM and PWA experience, qualifications, and past performance. The proposal must address the "What you don't see" (Other Public: 15)	5	4	15	14	15	6	11	10
Relevant ECM and PWA experience and qualifications of key personnel. The proposal must address the "What you don't see" (Other Public: 15)	3	2	9	8	10	5	8	3
Proposer's relevant ECM and PWA experience, qualifications, and past performance. The proposal must address the "What you don't see" (Other Public: 15)								
A. Proposer's long-term vision and support capabilities including but not limited to: - Architecture and design - Planning and approach - Installation and configuration - Communications - Training - Ongoing support - Software architecture and maintenance (Other Public: 15)	3	4	10	5	8	6	7	3
B. Proposer's long-term vision and support capabilities for PWA program solution including but not limited to: - Implementation approach - Project Plan - Communication - Content change management - Training - Ongoing support (Other Public: 15)	4	5	10	6	10	7	9	4
Proposer's approach and methodology to meet the project goals as outlined in Section 2.3 of the RFP (Other Public: 15)	18	14	30	24	28	13	17	12
Proposer's ability to work with State and County records retention and records management support contract management (Other Public: 5)	2	5	5	2	5	2	2	1
Proposed price will be evaluated on a cost/benefit basis to the County (Other Public: 15)	12	12	15	15	10	13	15	10
TOTAL POINTS (Max of 100)	47	46	94	74	86	52	69	43

Apurva June 11/7/2011

EVALUATION CRITERIA	AUTONOMY	CHASSISPORT TECHNOLOGY, CORP.	EMC, CORP.	HYLAND SOFTWARE	IBM CORP.	NON	SHARTEK, LTD. / FORDIARD	PERCEPTIVE SOFTWARE
Proposer's relevant ECM and IM/IA experience, including the number of years of relevant experience, the number of relevant projects completed, and the number of relevant clients served. (See Exhibit 1)	4	3	13	11	14	5	9	8
Proposer's relevant ECM and IM/IA experience, including the number of years of relevant experience, the number of relevant projects completed, and the number of relevant clients served. (See Exhibit 1)	3	3	8	7	10	4	9	2
A. Proposer's implementation of ECM, including but not limited to: - Installation and configuration - Training and support - Integration and configuration - Customization - Administration and support - Solution evaluation and support - Solution evaluation and support (See Exhibit 1)	3	6	7	7	6	7	6	2
B. Proposer's implementation of services and support capabilities, including but not limited to: - Implementation approach - Implementation timeline - Project Plan - Business process review (BPR) - Content change management - Administration and support (See Exhibit 1)	5	7	12	7	10	8	7	3
Proposer's approach and methodology to meet the high-level and functional requirements as stated in section 2.2 of the statement of work. (See Exhibit 2)	17	14	22	17	19	14	15	13
Proposer's approach and methodology to meet the high-level and functional requirements as stated in section 2.2 of the statement of work. (See Exhibit 2)	1	5	5	1	5	1	1	0
Proposed price will be evaluated based on the overall best value to the Government. (See Exhibit 3)	5	5	10	8	5	8	8	5
TOTAL SCORE (Maximum = 75)	38	43	77	58	69	47	55	33

[Signature]
 DATE 1/7/2010

EVALUATION CRITERIA	AUTONOMY	CADAMSOFT TECHNOLOGY, CORP.	EMC, CORP.	HYLAND SOFTWARE	IBM CORP.	KON	MARTEK LTD. / PRODRAGO	PERCEPTIVE SOFTWARE
Proposer's relevant ECM and WFA experience, qualifications, and personnel resources, including firm's ratios, R, financial stability, product roadmap, etc. (Max Points: 10)	6	5	13	14	15	7	10	8
Proposer's ECM and WFA experience and qualifications of key personnel, including key personnel of subcontractors) that personnel will be assigned to the project. (Max Points: 10)	5	5	9	8	10	6	9	4
A. Proposer's implementation approach for ECM proposed solution, including but not limited to: - Installation and configuration - Training and approach - Documentation - Testing - Maintenance and support - Infrastructure and software (Max Points: 10)	5	6	7	9	7	10	8	5
B. Proposer's implementation services and support capabilities for WFA, including but not limited to: - Implementation approach - Project Plan - Documentation - Training - Cultural change management - Testing - Maintenance and support (Max Points: 10)	9	10	15	12	14	13	10	6
Proposer's approach and methodology to meet the technical requirements as specified in Section 2.2 of the document. (Max Points: 30)	26	24	30	28	20	19	25	18
Proposer's approach and methodology to meet Project, policy and schedule and to support resource management. (Max Points: 8)	2	4	5	1	4	1	1	0
Proposed price will be evaluated on the basis of the overall best value to the County. (Max Points: 15)	9	4	7	8.5	7	10	9.3	13
TOTAL POINTS (normal +7pts)	62	58	86	80.5	77	66	72.3	54
Signature: <i>Antonio Delacruz</i> Date: <i>11/20/11</i>								

APPENDIX 101
 Electric Control Upgrade and System
 Evaluation of Proposals

EVALUATION CRITERIA	AUTONOMY	DIAMSBY TECHNOLOGY CORP.	EMC CORP.	ITLAND SOFTWARE	BM CORP.	ION	IMARTEL LTD. / PRODAID	PERCEPTIVE SOFTWARE
Proposer's relevant ECM and PMA experience, qualifications, and past performance, including relevant awards, % financial stability, product reliability, etc. (Max Points: 12)	3	3	13	11	15	3	9	9
Relevant ECM and PMA capabilities and qualifications of key personnel, including resumes of subcontractors/PM team and the assigned to this project. (Max Points: 12)	4	4	8	6	10	5	8	2
A. Proposer's Implementation Services and Support Capabilities - Ability to provide services including but not limited to: - Availability and configuration planning and approach - Installation and configuration - Commissioning - Training - Ongoing support and maintenance - Spare parts availability and lead times (Max Points: 30)	2	4	7	4	5	6	3	2
B. Proposer's Implementation Services and Support Capabilities - Ability to provide services including but not limited to: - Implementation approach - Project Plan - Risk Management - Quality process review (QPR) - Cultural change management - Maintenance and support (Max Points: 30)	4	4	12	4	10	9	7	3
Proposer's approach and methodology to meet Edison, State and County record retention and reporting requirements (Max Points: 30)	12	14	29	18	17	20	23	5
Proposer's approach and methodology to meet Edison, State and County record retention and reporting requirements (Max Points: 30)	2	5	5	2	5	2	2	0
Proposed price will be evaluated for overall best value for the County. (Max Points: 10)	9	9	13	15	5	11	11	15
TOTAL POINTS (Autonomy + A+B)	36	43	87	60	67	56	63	36

Christy Kennedy
 1/7/2011
 USA

Memorandum



Date: December 8, 2010

To: Julian Manduley
Department of Procurement Management

From: Oren Rosenthal
Assistant County Attorneys

Subject: Responsiveness of Proposal from Global 360, Inc. – RFP No. 733: Enterprise Content Management Solution

You have asked two questions regarding the responsiveness of the proposal from Global 360, Inc. ("Global") for Request for Proposals Number 733: Enterprise Content Management Solution ("RFP"). The first is whether the price proposal from Global was sufficient. The second is whether Global's indication on its submission that the submission is "Confidential," in contravention of Section 1.3 of the RFP, is fatal to the evaluation of the proposal. As Global improperly submitted information to which it requests confidential treatment in violation of the RFP, Global's proposal must be returned and not evaluated subject to the conditions identified below. Because the proposal cannot be evaluated, it is not responsive. Accordingly, this opinion will only address your second request as it is dispositive.

FACTS

We rely on the information provided in your memorandum, dated December 7, 2010 (attached hereto) and Global's proposal which is not attached hereto but should be maintained as described below. On December 3, 2010, Federal Express delivered a proposal from Global to the Clerk of the Board in response to the RFP. Although not indicated on the cover page of Global's proposal, each and every subsequent page bears a footer notation of "Confidential."

Section 1.3 of the RFP provides in pertinent part:

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly know as the 'Public Record Law.' The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information to the Proposer as protected or confidential, the County shall endeavor to redact and return that information to the proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Upon receipt of Global's proposal and discovery of the confidential notation the Department of Procurement Management did not return the proposal. Instead, you evaluated the proposal for responsiveness and requested an opinion from this office on both confidentiality and content.

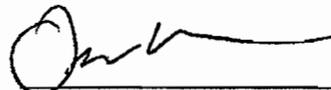
DISCUSSION

The issue raised here is not initially one of responsiveness. The RFP provides clear instructions that: "In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information to the Proposer as protected or confidential, the County shall endeavor to redact and return that information to the proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal." As such, the Department of Procurement Management should have immediately returned the portions of the proposal marked as confidential without any further evaluation. Once the proposal had been returned an opinion could have been sought as to whether any remaining portions, in this case the cover page, was responsive. This was not done in this case.

Instead, the proposal was evaluated for responsiveness by the Department of Procurement Management and the proposal was submitted to the County Attorney's Office, in part, for an opinion on the substance of confidential sections of the proposal. Once the evaluation of the proposal has begun returning the proposal may raise issues under Florida's Public Records Laws. As such, it is our advice that the Department of Procurement Management place a copy of the proposal in a sealed envelope and indicate on the outside of the envelope the name of the proposer, the contact information of the proposer and that the proposer has requested confidential treatment. All other copies of the proposal including the original should be returned to the proposer. In the event a public records request is issued for those documents pursuant to Florida's Public Records Laws, an exemption for confidential trade secrets should be asserted and a letter sent to the proposer informing them of the request and the assertion of the exemption.

While trade secrets are protected from disclosure, Florida law does not provide a similar protection from the requirement of conducting meetings in the sunshine even when they involve the discussion or evaluation of that confidential information. As a result, the law presents the anomaly of requiring certain written matters to remain confidential while not providing an effective method to discuss the information confidentially as all evaluation, selection and negotiation committees must be conducted in public. To resolve this anomaly, the County, as a matter of the policy reflected in its requests for proposals, has opted to reject confidential information in proposal documents. In this regard, we note the decision to treat information as confidential is within the discretion of the proposer in the act of proposing.

As the only remaining public portion of the proposal is the cover page, the proposal is not responsive and no further evaluation of the proposal should be conducted.



Oren Rosenthal

Memorandum



Date: July 13, 2010
To: Those Listed Below
From: George M. Burgess
County Manager
Burgess
Subject: Request for Evaluation/Selection Committee for the Enterprise Technology Services Department
Request for Proposals for Enterprise Content Management Solution with Customizable Workflow
Capability - RFP No. 733

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Enterprise Technology Services Department Request for Proposals for Enterprise Content Management Solution with Customizable Workflow Capability - RFP No. 733:

Selection Committee

Julian R. Manduley, DPM, Non-Voting Chairperson
Chris Crowley, ETSD ✓
Mary Fuentes, ETSD ✓
Connie White, Finance ✓
Loretta Gabe-Charles, MDPD ✓
Lawanda Wright-Robinson, SBD ✓
Chris Caporale, DERM (Alternate) ✓

Technical Advisors (Non-Voting)

Michael E. Robert, ETSD ✓
Nzinga Augusto, ETSD ✓
John D'Auria, Seaport ✓
Juan Adan, Finance ✓
Arlin Montero, Finance ✓
Assia Alexandrova, GIC ✓
Robert Trujillo, COC ✓

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.

**SELECTION COMMITTEE
 ENTERPRISE TECHNOLOGY SERVICES DEPARTMENT
 REQUEST FOR PROPOSALS
 ENTERPRISE CONTENT MANAGEMENT SOLUTION WITH
 CUSTOMIZABLE WORKFLOW CAPABILITY**

RFP NO. 733

Member Name	Department	Year	Gender	Education	Certification	Phone Number
Julian R. Manduley Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-2179
Chris Crowley Systems Support Manager	ETSD	2000	White Male	Master of Business Administration, Bachelor of Computer Information Systems	None	(305) 275-7990
Mary Fuentes, Director e-Services	ETSD	1984	Hispanic Female	Bachelors In Computer Science	Carnegie Mellon CIO Certification	(305) 596-8461
Connie White Financial Information Systems Administrator	Finance	1988	Hispanic Female	Masters in Information Systems	None	(305) 375-5080
Loretta Gabe-Charles Senior Commander, Central Records Bureau	MDPD	1985	Black Female	Masters in Public Management	None	(305) 471-2070
Lawanda Wright-Robinson Technical Assistance Coordinator	SBD	2003	Black Female	Bachelor of Arts in Management Information Systems	CAPP	(305) 375-3186
Chris Caporale, Chief Records Management Section (Alternate)	DERM	1986	White Male	Bachelor of Science in Geology	P.G.	(305) 372-6715

**SELECTION COMMITTEE
ENTERPRISE TECHNOLOGY SERVICES DEPARTMENT
REQUEST FOR PROPOSALS
ENTERPRISE CONTENT MANAGEMENT SOLUTION WITH
CUSTOMIZABLE WORKFLOW CAPABILITY**

RFP NO. 733

Michael E. Robert Senior Operating Systems Programmer	ETSD	1993	Hispanic Male	Some College, High School	Empower Technician, Ascent Capture Technician	(305) 275-7987
Nzinga Augusto Technical Support Analyst	ETSD	2004	Black Male	Master of Science in Management Information Systems, Bachelor of Science in Computer Engineering	Kofax 8.0, Empower, CDIA+	(305) 275-7968
John D'Auria Systems Analyst/ Programmer 2	Seaport	1987	White Male	Master of Education, Master of Business Administration, Bachelor of Arts	Kofax Ascent Capture, Miami- Dade County Supervisor Certification	(305) 960-5422
Juan Adan Accountant 4	Finance	1987	Hispanic Male	Masters in Accounting, Bachelor of Business Administration	CPA	(305) 375-3605
Arlin Montero FAMIS Coordinator	Finance	1999	Hispanic Female	Bachelor of Business Management	None	(305) 375-5080
Assia Alexandrova eGovernment Solutions Manager	GIC	2000	White Female	Masters in Management Information Systems	None	(305) 375-3578
Robert Trujillo Senior Records Management Analyst	COC	1990	Hispanic Male	High School	None	(305) 593-1352



ENTERPRISE CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY
CONTRACT RFP No. 733

THIS PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND EMC CORPORATION, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MASSACHUSETTS, HAVING ITS PRINCIPAL OFFICE AT 176 SOUTH STREET, HOPKINTON, MA 01748 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Enterprise Content Management Solution (ECM) with Customizable Workflow Capability (IWA), that shall conform to the County's Request for Proposals (RFP) No. 733 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 December 3, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Enterprise Content Management Solution with Customizable Workflow Capability for the County, in accordance with the terms and conditions of this Agreement;

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

Table with 2 columns: Article Title and Page Number. Includes entries for Article 1 DEFINITIONS (2), Article 2 ORDER OF PRECEDENCE (5), Article 3 RULES OF INTERPRETATION (5), Article 4 NATURE OF THE AGREEMENT (5), Article 5 CONTRACT TERM (6), Article 6 SOFTWARE GRANT OF RIGHTS (6), Article 7 DELIVERY AND ACCEPTANCE (7), Article 8 OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS (8), Article 9 SOFTWARE IMPLEMENTATION / PROFESSIONAL SERVICES (8), Article 10 SUPPORT AND MAINTENANCE SERVICES (9), Article 11 ARCHIVING (11), Article 12 FUNCTIONALLY EQUIVALENT SOFTWARE (11), Article 13 PRICING (11), Article 14 NOTICE REQUIREMENTS (11), Article 15 PAYMENT FOR SERVICES / AMOUNT OBLIGATED (12), Article 16 PURCHASE OF OTHER ITEMS NOT LISTED BASED ON PRICE QUOTES (14), Article 17 IDEMNIFICATION AND LIABILITY (14), Article 18 INSURANCE (15), Article 19 MANNER OF PERFORMANCE (16), Article 20 EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR (16).

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Article 21 INDEPENDENT CONTRACTOR RELATIONSHIP. 16

Article 22 AUTHORITY OF THE COUNTY’S PROJECT MANAGER. 17

Article 23 MUTUAL OBLIGATIONS 17

Article 24 DELIVERY AND INSTALLATION 18

Article 25 REVIEWING DELIVERABLES 18

Article 26 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING 19

Article 27 AUDITS 19

Article 28 SUBSTITUTION OF PERSONNEL. 19

Article 29 SUBCONTRACTUAL RELATIONS. 19

Article 30 NONASSIGNABILITY. 20

Article 31 WARRANTIES 20

Article 32 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATION. 21

Article 33 FORCE MAJUERE 22

Article 34 EXTENSION OF TIME NOT CUMULATIVE 22

Article 35 SEVERABILITY. 22

Article 36 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK 22

Article 37 EVENT OF DEFAULT 23

Article 38 NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION 23

Article 39 REMEDIES IN THE EVENT OF DEFAULT. 24

Article 40 THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES 24

Article 41 NO DEFAULT. 24

Article 42 NO THIRD-PARTY LIABILITY. 24

Article 43 CONFIDENTIALITY. 24

Article 44 PROPRIETARY INFORMATION. 25

Article 45 PROPRIETARY RIGHTS. 26

Article 46 BUSINESS APPLICATION AND FORMS. 27

Article 47 CONFLICT OF INTEREST 27

Article 48 INSPECTOR GENERAL REVIEWS 28

Article 49 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS. 29

Article 50 NONDISCRIMINATION 30

Article 51 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION. 30

Article 52 BANKRUPTCY. 30

Article 53 GOVERNING LAW 31

Article 54 ANNUAL APPROPRIATION 31

Article 55 COUNTY USER ACCESS PROGRAM (UAP) 31

Article 56 SOFTWARE SOURCE CODE ESCROW AGREEMENT. 31

Article 57 SURVIVAL 32

Article 58 INDIVIDUALLY IDENTIFIABLE INFORMATION and/or PROTECTED HEALTH INFORMATION 32

Article 59 OWNERSHIP OF DATA 32

ARTICLE 1. DEFINITIONS

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

- a) The term “Change Order” or “Extra Work” or “Additional Work” to mean work resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- b) The terms "Agreement," "Contract," or "Contract Documents" to mean collectively these terms and conditions (including the cover page and Articles 1 – 60, the Statement of Work (Exhibit A) and Price Schedule (Exhibit B), RFP No. 733 and all associated addenda and attachments, the Contractor’s Proposal, and all other attachments hereto and all amendments issued hereto.
- c) The term "Contract Date" to mean the date on which this Agreement is effective.

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- d) The terms "Contractor" or "Consultant" or "Vendor" to mean EMC Corporation and its permitted successors and assigns.
- e) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida..
- f) The term "County Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers, applications, peripherals, goods and services and all other items, tangible and intangible, designed to operate as an integrated group.
- g) The term "Days" to mean calendar days unless otherwise noted.
- h) The term "Deliverables" to mean all custom documentation, or reports, and any items of any nature submitted by the Contractor to the County's Project Managers for review and approval pursuant to the terms of this Agreement.
- i) The term "Derivative Works" to mean creating computer programs, scripts, or interfaces to configure, implement, or use EMC core products for the County's internal purposes, or documentation developed at the request of and specifically for the County for which the Contractor retains all proprietary rights; such as, creating a web service interface between MDC's FAMIS and EMC Documentum.
- j) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Managers; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Managers.
- k) The term "Documentation" means the then-current, generally available, written user manuals and online help and guides for Products provided by the Contractor. Documentation for the Contractor software listed on Table B1 of the Price Schedule is available at:
<http://powerlink.emc.com/km/appmanager/km/secureDesktop?nfpb=true&pageLabel=image7b&internalId=0b0140668026dbb6&irt=true>
- l) The term "Enterprise Content Management Solution" (ECM) with "Customizable Workflow Capability also referred as Accounts Payable Imaging and Workflow Automation Solution (IWA) to mean the Licensed Software provided by EMC Corporation to Miami-Dade County under this agreement.
- m) The term "Enterprise License" to mean licensing for software products identified in the Price Schedule (Exhibit B) covering all Miami-Dade County facilities and staff for internal business purposes subject to user account limitations.
- n) The terms "Enterprise Technology Services Department" or "ETSD" to mean Miami-Dade County's central information technology department.
- o) The term "Existing Hardware" or "Hardware" to mean the hardware infrastructure that the Licensed Software must be able to operate in.
- p) The term "Finance Department" or "Finance" to mean Miami-Dade County's Finance Department.
- q) The term "GoLive" or "GoLive Date" to mean the date on which the delivered Enterprise Content Management Solution with Customizable Workflow Capability is used in a production environment.
- r) The term "Licensed Software" to mean the computer programs, excluding source code, sold by EMC Corporation and listed on the Table B1 of the Price Schedule (Exhibit B) to this Contract.



- s) The term "Software" means any programming code provided by EMC to Miami Dade County as a standard product, also including microcode, firmware and operating system software.
- t) The term "Support and Maintenance" to mean keeping Contractor Products, including Licensed Software in a condition so that it operates as set forth in the applicable Documentation, and the content of Support and Maintenance Service programs for each Contractor Product is described in this Agreement as outlined in Article 10.
- u) The term "Module" to mean a distinct component of the integrated software.
- v) The term "Parties" to mean EMC Corporation and Miami Dade County.
- w) The term "Price Schedule" to mean the price for EMC Products and Services listed in the Price Schedule (Exhibit B) to this Agreement, and agreed to by the County.
- x) The term "Product Notice" to mean the notice by which Contractor informs all its customers, including the County, of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices are available at <http://www.emc.com/support-training/support/emc-product-warranty-maintenance-use-rights.htm>. Nothing contained within such Product Notice shall conflict with the terms contained in this Agreement. To the extent that any terms do conflict, these terms and conditions shall take precedence and control over such Product Notice.
- y) The terms "Statement of Work" or "Applicable Statement of Work" to mean the document attached hereto as Exhibit A or subsequent exhibits, agreed between Contractor and County containing specifications and other transaction-specific details of the Professional Services and Licensed Software to be provided by Contractor to County. The Statement of Work set forth in Exhibit A for the ECM and IWA Workflow Implementation also contains the dependencies for successful execution.
- z) The term "Services" to mean all actions performed or to be performed by the Contractor or its Subcontractors as listed in the Applicable Statement of Work, and includes "Support Services," which are services for the support and maintenance of EMC Products, and "Professional Services," which are consulting, installation, implementation, or other services that are not Support Services.
- aa) The term "Software Release" means any subsequent version of Software provided by Contractor after initial Delivery of Software, but does not mean a new Product.
- bb) The term "Solicitation" to mean the Request for Proposal No. 733 (RFP) and all associated addenda and attachments.
- cc) The terms "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with Services provided to the County, whether directly or indirectly, on behalf of Contractor.
- dd) The term "System" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.
- ee) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, hardware, and/or services in order to fulfill the requirements of the Applicable Statement of Work.
- ff) The term "User" to mean anyone accessing the Licensed Software, including staff, vendors and citizens.
- gg) The term "Warm Site Disaster Plan" to mean a plan which includes a site with cooling and electrical capacity, and communications hardware for immediate connectivity. It will also house servers and storage for periodic replication of data from the County's data center. The site should be capable of being operational within one day of catastrophic loss of central server facility.



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 and Price Schedule (Exhibit B and subsequent exhibits of the same or parallel title agreed to by the Parties), 2) the Applicable Statement of Work (Exhibit A and subsequent exhibits of the same or parallel title agreed to by the Parties), 3) the Miami-Dade County's RFP No. 733 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

4.2 The Contractor shall provide the services set forth in the Applicable Statement of Work attached hereto, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

4.3 The Parties acknowledge that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of the services set forth in the Applicable Statement of Work. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the parties shall perform the same as though they were specifically mentioned, described and delineated.

4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Applicable Statement of Work as necessary for the completion of this Contract. All Services shall be accomplished at the direction of and to the satisfaction of the County Project Manager(s) in accordance with the Applicable Statement of Work.

4.5 The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Applicable Statement of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees, where feasible, practical, and in line with Contractor's implementation policies and procedures, to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with a cost proposal regarding the time and cost to implement said changes. Upon agreement to a proposal, Contractor will execute the activities agreed to by the Parties to implement said changes.

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ARTICLE 5. CONTRACT TERM

5.1 Base Term and Options. The Agreement shall become effective upon approval of the County's Board of County Commissioners and the expiration of any Mayoral veto period and shall be for the duration of two (2) years, with three (3) two (2)-year options to renew, at the County's sole discretion.

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 last 2-year option renewals above. Extending the contract shall not affect warranty or support and maintenance periods.

5.3 Notification. The County will notify the Contractor in writing of any extension outlined in Section 5.2 above and inform Contractor of its intent to issue an extension at least 60 days prior to the expiration date.

ARTICLE 6. SOFTWARE GRANT OF RIGHTS

6.1 Licenses. EMC Select software identified on Table B1 of the Price Schedule is provided as an evaluation license for five (5) users for a period of 90 days after the effective date of this Agreement, and transitions to a perpetual Enterprise License when the license fee payment of Milestone 1, outlined in the Statement of Work (Exhibit A) is made by County. All software licenses granted herein are for use of object code only. Expressly subject to the terms and conditions of this Agreement, and the full payment of the fees for each license as listed in Table B1 of the Price Schedule, Contractor hereby grants County, the following perpetual, non-exclusive irrevocable, nontransferable, and non-assignable license, which shall commence on Delivery, to use Contractor's Licensed Software listed in the Price Schedule, for County's business purposes as described in the Solicitation and to use related Documentation to support the County's use of the Products. County's business purposes include providing services including, but not limited to internal and external government entities. This shall not include licenses to provide hosted services for other entities. Contractor will make available, upon the County's request, the ability to purchase additional named user licenses for other entities to allow the County to provide hosted services to such entities.

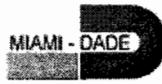
For the Licensed Software, County shall be deemed to have an Enterprise License that grants the County the number of licensing units to support a maximum of 7,000 County Users for a period of two (2) years from the effective date of this Agreement ("Enterprise Deployment Period"), subject to the maximum quantity cap specified in Table B1 in the Price Schedule and unlimited public (read-only via Interactive Delivery Services or comparable product purchased by the County intended to provide this functionality) users. During the Enterprise Deployment Period, County agrees in good faith to deploy only the quantity of licensing units of the Software that reasonably corresponds to the actual number of users deployed, which may include redeployed licenses. County will not deploy unneeded licenses to minimize its payment of additional licenses fees after the enterprise deployment period, 2-year initial term of this Agreement. At the end of the enterprise deployment period, County shall have a perpetual license for the number of licensing units of the Licensed Software actually deployed as of the end of the enterprise deployment period. County has the right to inactivate named users licenses and reassign such licenses to alternative named users.

County or authorized third parties shall not modify enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form any Licensed Software. The County shall not modify Licensed Software or Third-Party Software nor merge such Licensed Software or Third-Party Software with other software programs unless mutually agreed to by the Parties. The County may customize Documentation and on-line help files, but Contractor disclaims any responsibility for their maintenance.

The County shall not, without Contractor's prior written consent:

- i) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of Contractor's products performed by or on behalf of the County, except as otherwise provided by Florida law and any applicable public records law;
- ii) transfer License Software to any third party.

6.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses for the Licensed Software, the fees for the additional licenses shall be due at the time Contractor authorizes additional licenses.



6.3 Additional Products. For EMC Information Intelligence Group (IIG) or any successor to IIG products (excluding any firmware products) not in Table B1 of the Price Schedule, Contractor will make available such products at a price discounted 40% from the then current list price for such EMC IIG software product upon written request from the County and subject to the Parties mutual agreement to the grant of rights governing the use of such additional products, an Applicable Statement of Work for a related professional services engagement, if any, and a payment schedule. All additional licenses purchased shall be documented in writing by the Contractor and amended in the Price Schedule.

6.4 Third-Party Software. The Contractor shall consult with the County and obtain its approval before implementing any third party software, outside of Software listed Price Schedule.

6.5 The license granted is "irrevocable" except as provided for in Article 37.4.

6.5 The County will only use Licensed Software on the hardware configuration and architecture approved by the County irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee, which license fee is set forth herein, provided that the County orders Licensed Software for the use of the County with no implied rights to distribute beyond a reasonable use for County functions. Following the Contractor's written authorization, all Licensed Software may be copied, in whole or in part, only for use on the specified hardware configuration.

6.6. Contractor shall have the right to audit County's use of Licensed Software to confirm compliance with the agreed terms. Contractor will provide reasonable advance notice to County and shall not unreasonably interfere with the County's business or operations, including refraining from the use of surreptitious programming codes to allow unauthorized access to County systems or networks. The County will provide Contractor with reasonable support required to perform such audit and will address non-compliance situations identified by the audit.

6.7 The County agrees that, in accordance with Article 45, "Proprietary Information" of this Agreement, all Documentation contains Contractor proprietary information, use of which is limited by the licenses granted in this Contract. County will not disclose or otherwise make available, except as required by law, any Documentation in any form to any third-party except to the County's employees, agents, or third-party contractors directly concerned with licensed use of Licensed Software and Documentation. Subject to the limitations of this Article, the County may make additional copies of the Documentation.

6.8 Software Releases shall be subject to the terms and conditions of this Agreement.

ARTICLE 7. DELIVERY AND ACCEPTANCE

7.1 Contractor Software. The Contractor shall deliver, or make electronically available, to the County the Licensed Software in object code form, suitable for reproduction, in electronic files only, and that will be used to perform the tasks specified in Applicable Statement of Work. The Contractor shall deliver the Licensed Software no later than thirty (30) days from the execution of this Agreement and any other software shall be delivered consistent with the Applicable Statement of Work. Notwithstanding that a Contractor-employee under a professional services engagement may cause Licensed Software to download to County's hardware, Contractor will have delivered software upon its electronic availability.

7.2 Documentation. The Contractor shall deliver copies of the associated Documentation to the County in an electronic format. The Licensed Software-related Documentation ("Documentation") will consist of any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the Enterprise Content Management Solution with Customizable Workflow Capability control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable software. The Documentation will in all cases be fully applicable to the use of the Licensed Software with the County's hardware. Deliverables listed in the Applicable Statement of Work will identify and reflect any particular features of the hardware that may affect the normal use and operation of the Licensed Software. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary and to post the



documentation on its Intranet, providing such posting is accessible only to County staff. Contractor Documentation includes user manuals, online help and guides for the Licensed Software, and are available at:

<http://powerlink.emc.com/km/appmanager/km/secureDesktop? nfpb=true& pageLabel=image7b&internalId=0b0140668026dbb6& irrt=true>.

The County may copy Documentation insofar as reasonably necessary in connection with County's authorized internal use of the Licensed Software. Contractor shall also provide custom documentation identified in any Applicable Statement of Work.

7.3 Acceptance. The Services in the Applicable Statement of Work and Licensed Software shall be accepted when the Contractor satisfactorily completes the requirements of the associated milestone with no critical or major defects and the County delivers a signed statement to Contractor accepting the associated deliverable(s) from Contractor under this Agreement. Should the County order additional software, additional licenses, third party products, or a professional services engagement other than the one described in the Applicable Statement of Work, the parties must mutually agree to acceptance terms.

ARTICLE 8. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

Contractor acknowledges that the Licensed Software will be implemented and will operate on the hardware identified in the County Operating Environment described in the Applicable Statement of Work. The Licensed Software, and each module or component and function thereof, will be capable of operating fully and correctly in the County Operating Environment. County will consult with Contractor regarding the addition or connection of other computer equipment and/or software, supplied by a company other than the Contractor, to the County's equipment to determine whether it will adversely affect the operation and performance of this and any other Licensed Software.

ARTICLE 9. SOFTWARE IMPLEMENTATION / PROFESSIONAL SERVICES

9.1 Contractor Obligation. During planning and implementation, Contractor will assign an individual to perform roles of project manager as described in the Applicable Statement of Work for the duration of the Applicable Statement of Work. The project manager will be the first and primary point of contact on all issues, support and otherwise, affecting the County. The project manager will facilitate weekly conference calls with County staff to review and resolve any open issues and will be authorized by the Contractor to bring in appropriate Contractor staff to resolve all open issues. The project manager will be the primary point of contact for County and will be able to escalate all technical issues when necessary.

9.3 Configuration. With the Contractor's prior approval, which approval will not be unreasonably withheld, the County will have the right to configure Licensed Software through the services of County employees, agents, third-party contractors or subcontractors and, for such purposes, may allow access to the Licensed Software in object code only form to such employees, agents, contractors or subcontractors as authorized by Project Manager or designee.

Contractor shall provide Professional Services in accordance with the Applicable Statement of Work. Contractor shall diligently pursue and complete such installation in accordance with the Applicable Statement of Work's milestone requirements and sections labeled as Fee and Timeline Considerations.

- i. Contractor agrees to perform in-scope services described in the Applicable Statement of Work necessary for proper installation of the Licensed Software and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with the required labor and materials to ensure efficient and timely completion of such obligations. Contractor shall coordinate all work with all other contractors and/or County personnel performing work at the site(s) to complete Software installation. County shall be responsible for resolving all disputes relating to site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of Licensed Software. County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

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- ii. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, for the Licensed Software, but not limited to, the following: (a) receipt and inventorying of materials; (b) installation and testing of Licensed Software; (c) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (d) any additional services, pursuant to the Applicable Statement of Work, necessary to ensure Contractor's compliance with Article 24, "Delivery and Installation."

9.4 Placement of Contractor Personnel. Personnel placement as well as other human resources issues relating to performance of this agreement (e.g. vacation) shall be coordinated between the County and Contractor. Contractor shall use commercially reasonable efforts to maintain staffing continuity and shall provide resumes to the County for review prior to assigning personnel. Contractor will only utilize employees or contractors that are sufficiently qualified. If specific Contractor personnel cease to perform due to illness, resignation or any other reason, Contractor shall use commercially reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. Contractor's program manager will be the primary point of contact for County on issues relating to performance of this agreement.

9.5 Standard Work Day. Unless mutually agreed upon, the standard work day is any eight (8) hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays. All installation work will be performed during normal business hours.

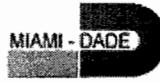
9.6 No Proprietary Rights. County hereby acknowledges and agrees that Contractor retains all rights, title, and interests in and to all software, Licensed Software, Documentation, Deliverables, or other materials, data, and copies thereof furnished to County by Contractor, including all copyright and other propriety rights therein, which County as well as its employees, agents and contractors may use only in connection with the terms of the Agreement. Software (including any modifications or enhancements) and Documentation in any form provided by the Contractor are the sole property of the Contractor, including any source code included therein. County's license to Licensed Software and Documentation shall not create any right, title or interest to any such Software, Documentation, or copies thereof and further shall secure and protect all Software and Documentation consistent with the maintenance of Contractor's proprietary rights therein.

ARTICLE 10. SUPPORT AND MAINTENANCE SERVICES

10.1 Contractor Obligations. Contractor shall provide support and maintenance services in accordance with the Contractor support and maintenance program selected by County. For so long as the County is current on support and maintenance fees the Contractor shall furnish to the County, at no additional charge to the County, and provided that the County elects to install same, all Software replacements, substitutions, upgrades, enhancements, new releases or new versions, but not an EMC new product, (including all debugging codes for the Software offered to its customers generally) to the extent provided for by the support and maintenance program selected by the County. These Software replacements, subscriptions, upgrades, enhancements, new releases or new versions shall be furnished at no additional cost to the County so long as they contain functionalities that are substantially the same as the Enterprise Content Management Solution with Customizable Workflow Capability's functionality, performance, capacity or response time as described in the Applicable Statement of Work and shall comply with Article 12, "Functionally Equivalent Software" herein. The County understands that all releases must be installed separately and that new enhancements, and some bug fixes, are not made available without accepting such releases. These software replacements, subscriptions, upgrades, enhancements, new releases or new versions will include, at no additional charge to the County, all County profiles and configurations if a professional services engagement with the Contractor is underway. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products provided for by this Agreement.

The support and maintenance services cover Licensed Software and the support and maintenance of any other Software purchased under this Agreement shall be governed by the support and maintenance program selected by the County, if any.

Contractor is responsible for certifying that the software functions on the hardware specifications outlined in the Applicable Statement of Work.



If the County is current on maintenance and support fees for Licensed Software and Contractor determines that a problem with the Licensed Software cannot be fixed by remote access, Contractor, at its discretion, may offer to County to deploy on-site resources at then current time & material rates.

10.2 Proactive Product Changes. Contractor may, at its expense, implement changes to the Products upon reasonable notice to County (i) when such changes do not adversely affect interchangeability or performance of the Products; (ii) when Contractor reasonably believes such changes are required for purposes of safety or reliability; or (iii) when Contractor is required by law to do so. County shall give Contractor reasonable access to the Products for such purpose.

10.3 Support and Maintenance Processes. Contractor will provide support and maintenance services for the Licensed Software at the Severity Levels as defined below in the following manner:

- **Severity 1 – Critical:** Severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2 – High:** Customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3 – Medium:** Customer or workgroup performance of job function is largely unaffected.
- **Severity 4 – Request:** Minimal system impact; includes feature requests and other non-critical questions.

Service	Description	Coverage Detail
Remote Technical Support	County may contact Contractor 24 hours per day, 7 days per week via telephone at 800-782-4362 or via the web interface at powerlink.emc.com to report technical support issues and provide input for initial assessment of Severity Level. Contractor shall provide a technical response by remote means based on the Severity Level of the problem.	Included. Severity Level 1: 2 local business hours, Monday 8 AM through Friday 6 PM. Severity Level 2: 4 local business hours, Monday 8 AM through Friday 6 PM. Severity Level 3: 8 local business hours, Monday 8 AM through Friday 6 PM. Severity Level 4: 12 local business hours, Monday 8 AM through Friday 6 PM.
Onsite Support	Should Contractor isolate a problem and deem onsite support necessary, Contractor shall send authorized personnel onsite to work on the problem.	Included at the Contractors discretion
Replacement Part and Installation	Contractor provides replacement parts when deemed necessary by Contractor.	Included. Installation of replacement parts shall be performed by County. Replacement parts will be shipped by the County via next business day courier. The County is responsible for returning replaced parts to the Contractor.
Software Releases	Contractor provides new releases of Software as available.	Included. County will perform installation of new releases of Software, unless deemed necessary by Contractor.
Secure Remote Support	Contractor will remotely access products if necessary for additional diagnostics and to provide remote technical support.	Included.
Access to Web based customer support tools	County shall have access to customer support tools via the web interface powerlink.emc.com	Included.



ARTICLE 11. ARCHIVING

County is authorized to retain a copy of the Licensed Software and each Software Release for archive purposes and use such release as a temporary back-up if the current Software Release becomes inoperable. Upon use of a Software Release, County shall remove and make no further use of all prior Software Releases and subject to and to the extent permitted by applicable public record laws protect such prior Software Releases from disclosure or use by any third party. County is authorized to retain a copy of each Software Release for County's archive purposes and use such as a temporary back-up if the current Software Release becomes inoperable. County shall use and deploy Software Releases strictly in accordance with terms of the original license for the Software.

ARTICLE 12. FUNCTIONALLY EQUIVALENT SOFTWARE

12.1 Software Release. For as long as the County remains current on Support and Maintenance fees for licensed software, the Contractor is obligated to provide support and maintenance in accordance with the Article 10 above. In the event that Contractor should wish to discontinue Maintenance and Support of the then current version of the Licensed Software purchased under this Agreement or any amendment thereto, and as long as the County is current on Support and Maintenance fees, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, the latest Software Release of the Licensed Software if such a product is offered to Contractor's other Customers current on support and maintenance fees, which shall replace the previous version and perform the functions described in the Applicable Statement of Work and to support and maintain such new version of the License Software until the County's current Support and Maintenance expires, or the date of the discontinuance of support and maintenance, whichever occurs first.

12.2. End-of-Service-Life. Notwithstanding section 12.1, Contractor software and support and maintenance programs are subject the Contractor's then "End-of-Service-Life" policy. In the event that Contractor ceases to license and/or support Licensed Software and releases a new product with no more than minimal differences functionality and features to those of the product under license Contractor shall make the new product available to County at no additional charge, provided County is current with support and it returns, destroys or contractually ceases use of the prior version of the Licensed Software. Any version of the Licensed Software that includes additional functionality or modules shall require additional fees which the Parties will mutually agreed upon in writing.

In the event of a conflict between this Article 12 and any other Articles contained within this Agreement, this Article 12 will prevail.

ARTICLE 13. PRICING

Except as otherwise set forth in this Agreement, the firm fixed price shall remain as stated in the Price Schedule (Exhibit B or subsequent exhibit of the same or parallel title) for the identified Software and Services for the term of this Agreement, including any optional renewals or extensions. If the County exercises any option(s), the applicable price is stated in the Price Schedule.

ARTICLE 14. NOTICE REQUIREMENTS

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

(1) To the County Project Manager for each area:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87 Ave.
Miami, FL 33173

Attention: Christopher Crowley
Phone: 305-275-7990

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Fax: 305-275-7682
E-mail: chris.crowley@miamidade.gov

and

Miami-Dade County
Finance Department
111 N.W. 1st Street, Suite 2600
Miami, FL 33128-1974

Attention: Connie White
Phone: 305-375-3738
Fax: 305-375-2197
E-mail: connie.white@miamidade.gov

and to the Contract Manager:

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

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

(2) To the Contractor:

EMC Corporation
2850 Premiere Parkway
Duluth, GA 30097

Attention: Trevor J. Pagliara
Phone: (612) 803-4675
Fax: (516) 431-2980
E-mail: trevor.pagliara@emc.com

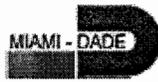
Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 15. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

15.1 Fixed Pricing. Prices shall be in accordance with Article 13, "Pricing." Contractor reviewed the Solicitation and Contractor proposed prices that will allow Contractor to deliver Licensed Software and Services described in the Applicable Statement of Work and Price Schedule. The compensation for Licensed Software and Services shall be in accordance with amount listed in the Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of the firm-fixed price amount stated in the Price Schedule, except for a change and/or modification to this Contract and/or Applicable Statement of Work, which is approved and executed in writing by the County and the Contractor.

Payment of the firm fixed amount in the Price Schedule shall occur when the milestones described in the Applicable Statement of Work are completed in accordance with the payment schedule in the Applicable Statement of Work. All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

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If the County exercises any option or orders additional licenses, Software, or services, County must pay the amount due to Contractor at time the option is exercised unless otherwise agreed to by the Parties.

15.2 License Fee. In consideration of the license rights granted in Article 6 above, the County shall pay to Contractor the applicable software license fee set forth in the Price Schedule in accordance with the payment schedule in the Applicable Statement of Work.

15.3 Professional Services. County shall pay to Contractor the amounts set forth in Price Schedule in accordance with the payment schedule in the Applicable Statement of Work. Contractor may invoice for professional services after Contractor completes the applicable milestones identified in the payment schedule and deliverable is accepted by the County.

15.4 Support and Maintenance Services. County shall pay to Contractor the amounts set forth in Price Schedule in accordance with payment schedule in the Applicable Statement of Work.

15.5 Training Services. Contractor is entitled to payment of the applicable amount listed in appropriate Section of the Applicable Statement of Work after completion of a training course. Regarding the Statement of Work included in Exhibit A, if County has not scheduled all the training classes in Table 1 of Section 11 to occur within 12 months after the effective date of this Agreement, Contractor is entitled at that time to receive pre-payment for whatever courses have not been delivered, as long the County is satisfied with the training that has been provided and the reason for scheduling outside the 12 month window is not the fault of the Contractor.

15.6 Data Extraction. Should it be necessary, the County can extract its data at any time at no additional cost to the County.

15.7 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County, and in accordance with the sectioned labeled, "Acceptance and Deliverables" of the Applicable Statement of Work. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor.

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

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

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87 Ave.
Miami, FL 33173
Attention: Accounts Payable, Business Office

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

15.8 Payment Schedule. For Professional Services, the Support and Maintenance program, and Licensed Software, County will pay Contractor in accordance with the payment schedule in the Applicable Statement of Work.

15.9 Travel. With respect to travel costs and travel related expenses of any option or additional services, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee

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lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County."

ARTICLE 16. PURCHASE OF OTHER ITEMS NOT LISTED BASED ON PRICE QUOTES

The County has listed all major items in the solicitation which are utilized by the County in conjunction with its operations. There may be ancillary items that must be purchased by the County during the term of this Agreement. Under these circumstances, a County representative will contact Contractor to obtain a price quote for the ancillary items not listed on Price Schedule. The County reserves the right to award these ancillary items to the Contractor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation, and Contractor has no obligation to submit a price quote. For the purchase of products and services not listed on Price Schedule, such purchase(s) will be governed by the terms and conditions of this Agreement except as otherwise agreed to by the Parties.

ARTICLE 17. INDEMNIFICATION AND LIABILITY

17.1 Indemnification. Contractor shall indemnify and hold harmless the County against any third party claim, arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors.

17.2 Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SUBSECTION 17.5, CONTRACTOR'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY CONTRACTOR IN AN AMOUNT NOT TO EXCEED THE PRICE PAID BY COUNTY TO CONTRACTOR FOR THE ENTIRE CONTRACT.

17.3 No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SUBSECTION 17.5, NEITHER CONTRACTOR NOR COUNTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

17.4 Regular Back-ups. As part of its obligation to mitigate damages, County shall take reasonable data back-up measures. In particular, County shall provide for a daily back-up process and back-up the relevant data before Contractor performs any remedial, upgrade or other works on County's production systems. To the extent Contractor's liability for loss of data is not anyway excluded under this Agreement, Contractor shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if County had appropriately backed up its data.

17.5 Patent and Copyright Indemnification. Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights or other intellectual property rights in connection with this agreement. Contractor at its own expense shall (i) defend County against any third party claim that a Product or Service infringes a patent or copyright, enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs, and damages awarded against the County by a court of competent jurisdiction or the amounts stated in a written settlement negotiated by Contractor.

The foregoing obligations are subject to the following: County (a) notifies Contractor promptly in writing of such claim; (b) grants Contractor sole control over the defense and settlement thereof so long as the County has no exposure in the action. To the extent that the County has any exposure it may participate in its own defense at its own expense.; (c) reasonably cooperates in response to Contractor's request for assistance; and (d) is not in material breach of this Agreement. 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.

Should any such Product or Service become, or in Contractor's opinion be likely to become, the subject of such a claim, Contractor may, at its option and expense discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation, and:

- (i) procure for County the right to make continued use thereof; or
- (ii) replace or modify such so that it becomes non-infringing.

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Contractor shall have no liability to the extent that the alleged infringement arises out of the use of Contractor's products and services for a purpose for which they were not designed; or modifications to Contractor's products or services made by County employees or agents.

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

ARTICLE 18. INSURANCE

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

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP 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 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 19. MANNER OF PERFORMANCE

Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.

County shall provide Contractor personnel with timely access to appropriate facilities, space, power, documentation, networks (including internet and telephone), files, information, additional software (if needed), and skilled and authorized County, or third-party contractor personnel to assist in the performance and cooperate with Contractor. County shall also perform its specific obligations as described in the Applicable Statement of Work, and, if necessary, assist and support Contractor in the provision of the Professional Services as reasonably requested by Contractor, and shall provide conditions necessary for due performance of Professional Services by Contractor

Contractor personnel shall have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner. Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 20. EMPLOYEES 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. County may require the Contractor to remove an employee it deems careless or incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

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. Contractor shall exercise control over the means and manner in which it and its employees

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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. Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

22.1 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 Applicable Statement of Work; and claims for damages, compensation and losses.

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

22.3 Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's 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.

22.4 In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within twenty (20) days of submission of a dispute.

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

ARTICLE 23. MUTUAL OBLIGATIONS

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

23.2 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.

ARTICLE 24. DELIVERY AND INSTALLATION

24.1 Contractor shall deliver Licensed Software by making it electronically available to the County or Contractor employees at County facility pursuant to professional services engagement. Title and risk of loss for physical media, if any, containing software transfers to County at delivery.

24.2 If the Contractor fails to make delivery within the time specified in the Applicable Statement of Work, or if the Licensed Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Licensed Software, and/or Deliverable or may accept any item of Licensed Software, and/or Deliverable and reject the balance of the delivered Licensed Software, and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Licensed Software, and/or Deliverables for such items of rejected Deliverables, and/or Licensed Software within fifteen (15) days of Contractor's receipt of the County's rejection notice.

24.3 The Contractor shall deliver Licensed Software no later than thirty (30) days from the order date and other deliverables in accordance with the schedule in the Applicable Statement of Work.

24.4 All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Licensed Software is in good working order and ready for use by the Installation Date set forth in Applicable Statement of Work.

i. Contractor agrees to do all things necessary for proper installation of the Licensed Software and to perform its installation obligations in Applicable Statement of Work in an orderly, skillful and expeditious manner, with. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

ii. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services described in Applicable Statement of Work.

24.5 Installation testing shall consist of the tests described in the Applicable Statement of Work. All tests shall be in accordance with test plans and procedures prepared by Contractor and approved by the County. In the event of any outstanding deficiencies at the conclusion of testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating performance of the Licensed Software implementation. The Licensed Software must pass mutually agreed upon tests as described in the Applicable Statement of Work and final payment will be due upon completion of the final milestone defined in the Applicable Statement of Work. At the time of the last milestone, Contractor's Licensed Software and services described in the Applicable Statement of Work will function as a fully compatible and integrated unit by satisfying the requirements for such final milestone.

ARTICLE 25. REVIEWING DELIVERABLES

25.1 The Contractor agrees to submit all Deliverables for review and approval by the County in accordance with the "Acceptance of Deliverables" section of the Applicable Statement of Work.

25.2 Deliverable Acceptance. The County shall review each Deliverable before the expiration of the Acceptance Period defined in Section 8 of Exhibit A or the appropriate section of the Applicable Statement of Work for each milestone.



County has the right to approve or accept part of any Deliverable. Any partial or conditional approval is subject to the County's acceptance of the entire Deliverable. If County does not inform Contractor whether Deliverable(s) for a particular milestone are fully or partially accepted or rejected, and disclose deficiencies, before the expiration of the review period applicable to that milestone, Contractor may invoice that milestone payment and is entitled to payment of that milestone. If the County provides deficiencies to the Contractor, the Contractor must correct them within a mutually agreeable time or, if no time is given, promptly. The Acceptance Period for the applicable milestone governs review of the revised Deliverable. If the County does not subsequently approve the Deliverable, the earlier conditional acceptance may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractor maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Applicable Statement of Work. The Contractor and its Subcontractor 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 27. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to audit, 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 relating to this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only relate 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 relating to this Agreement, property and equipment purchased in whole or in part with government funds.

ARTICLE 28. 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 at least ten (10) business days prior to effecting such substitution. All key personnel shall have similar qualifications to those identified by the Contractor's Proposal.

ARTICLE 29. SUBCONTRACTUAL RELATIONS

29.1 Subcontractor. The provisions of this Agreement will apply to Contractor's 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.

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. 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. 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.



The County shall have the right to withdraw its consent to a subcontract if the County reasonably believes 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.

29.2 EMC Select or Brokerage Products. Contractor may, at its discretion, offer to supply or license certain products that are made by a third party manufacturer/supplier and not Contractor, not previously identified in the Statement of Work. Some of such products are specifically identified as "EMC Select Products" and listed at <http://www.emc.com/partnersalliances/programs/select.jsp>. Other such third party manufacturer/supplier products may be provided by EMC on a case-by-case basis in response to a County request ("Brokerage Products"), and will be identified using "Brokerage" or a similar descriptor. Notwithstanding any other provisions of this Agreement, EMC Select Products and Brokerage Products are subject to the standard license, warranty, indemnity and support terms of the third party manufacturer/supplier (or an applicable agreement between County and such manufacturer/supplier), to which County shall adhere. Even if support fees are invoiced through Contractor, EMC Select Products and Brokerage Products are not supported by Contractor and County must contact such third party directly for support services, which Contractor will facilitate. Any warranty or indemnity claims against Contractor that are in relation to EMC Select Products or Brokerage Products are expressly excluded. In no event shall Contractor be liable to County for any damages that arise solely out of any EMC Select Products or Brokerage Products. EMC Select Products and Brokerage Products are provided by Contractor "AS IS."

ARTICLE 30. NONASSIGNABILITY

Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Contractor may assign this Agreement to a buyer of all or substantially all of the assets of Contractor.

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

ARTICLE 31. WARRANTIES

31.1 Software. Contractor warrants that Software, including the Licensed Software, will substantially conform to the applicable Documentation for such Software and that any media will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Contractor does not warrant that the operation of Software shall be uninterrupted or error free, or that all defects can be corrected. Warranty for only Licensed Software commences upon completion of Milestone 1 of the Applicable Statement of Work and the duration of the warranty for only Licensed Software is nine (9) months, not to exceed one (1) year from the Contract's effective date. If the County exercises options or orders other Software, the warranty commences on the date the County is notified of electronic availability of the software, and the duration of the warranty is defined in the applicable Product Notice unless otherwise agreed to by the Parties.

Contractor has no obligation outside of those outlined in this Agreement whatsoever for software installed or used beyond the licensed use.

31.2 Professional Services. Contractor shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards and warrant each deliverable will be free from defect in materials and workmanship for a period of thirty (30) days for subsequent to acceptance.

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31.3 County Remedies. Contractor's entire liability and County's exclusive remedies under the warranties described in this section shall be for Contractor, at its option, to remedy the non-compliance or to replace the affected product. If Contractor is unable to effect such within a reasonable time, then Contractor shall refund the amount paid by County for the product concerned upon return of such product to Contractor, or terminate the Applicable Statement of Work for professional services and refund that portion of any fees received that correspond to such failure to perform. All replaced products or portions thereof shall be returned to and become the property of Contractor. If such replacement is not so returned, County shall pay Contractor's then current spare parts price therefore. Contractor shall have no liability hereunder after expiration of the applicable warranty period.

Any replacement Licensed Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

31.4 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to all Licensed Software, excluding EMC Select products, covered under this Agreement, and all portions thereof, or otherwise have the right to grant to the County the licenses provided in Article 6, "Software Grant of Rights", and Article 7, "Delivery and Acceptance", hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein. With the prior approval of the Contractor whose approval will not be unreasonably withheld, the Contractor further represents and warrants that the County has the right to modify the Licensed Software as defined in Article 6 "Software Grant of Rights" hereof, for the County's use.

31.5 Limitations. Notwithstanding the warranty provisions set forth in subsections 31.1 and 31.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Licensed Software, or Contractor's other Software, in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Licensed Software which are the result of accident, abuse, misapplication, or extreme power surge.

Warranty does not cover problems that arise from (i) accident or neglect by County or any third party; (ii) any third party items or services with which Contractor's product is used or other causes beyond Contractor's control. Contractor makes no other express or implied warranties, written or oral. Insofar as permitted under applicable law, all other warranties in relation to Professional Services are specifically excluded, including warranties arising by statute, course of dealings or usage of trade.

Contractor does not warrant that the operation of the Licensed Software or the Contractor's other Software the County may purchase will be uninterrupted or error-free or that all defects can be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Licensed Software, system or network on which the Licensed Software is used will be free of vulnerability to intrusion or attack as long as the ECM/IWA does not contribute in whole or in part to the vulnerability of the County's Computer Network.

31.6 At the time of Final Acceptance of the Licensed Software and Professional Services, all the applicable Deliverables will satisfy the final milestone requirements as defined in the Applicable Statement of Work.

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. FORCE MAJEURE

33.1 Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

33.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 34. EXTENSION OF TIME NOT CUMULATIVE

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 35. SEVERABILITY

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

ARTICLE 36. TERMINATION FOR CONVENIENCE

36.1 In addition to other cancellation or termination provisions of 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, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- iv. take no action which will increase the amounts payable by the County under this Agreement; and

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

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

36.3 All compensation pursuant to this Article are subject to audit.

ARTICLE 37. TERMINATION FOR CAUSE AND DEFAULT

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

- i. the Contractor has not delivered Deliverables on a timely basis;
- ii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
- iii. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- iv. the Contractor has failed to obtain the approval of the County where required by this Agreement, after written request by the County for Contractor to obtain County's pertinent approval;
- v. the Contractor has failed to provide "adequate assurances" as required under Article 40.2; or
- vi. the Contractor has failed in the representation of any warranty stated herein.

37.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this Agreement; or
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

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

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

37.6 In the event the County shall terminate this Agreement for default, the County or its designated representatives, shall retain possession of any and all products associated with this Agreement, provided that license terms governing use of Licensed Software shall survive termination.

37.7 Contractor may terminate this contract for default including, but not limited to, the County's violation of the terms governing use of Contractor's software, or its repeated failure to meet payment obligations, and revoke the licenses provided herein if ordered to cease use of the Licensed Software by a court of competent jurisdiction.

ARTICLE 38. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs the Non-defaulting Party shall notify the Defaulting Party ("Default Notice"), specifying the basis for such default, and advising that Party that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, the nondefaulting party may, allow the Defaulting Party to rectify the default within a thirty (30) day period. The Non-defaulting Party may grant an additional period of such duration as it shall deem appropriate



without waiver of any of that 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 which that Party prescribes. The default notice shall specify the effective date of the termination.

ARTICLE 39. REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the County shall have the right to complete the Work with its own forces and/or with other contractors, and to recover from the Contractor for all costs and damages that the County incurred as a result of the default subject to limitations stated in Article 17. If County is in default, Contractor shall the have the right to payment for completed milestone and to seek a court order directing the County to halt use of the Contractor's Software, and to cease all support and maintenance obligations. The County, as part of its right to complete the Work, may take possession of and use any or all of the materials, supplies, and property of every kind to which it obtains title under this Agreement. The County or Contractor may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 40. THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

To the extent consistent with this agreement, the County and Contractor may avail itself of each and every remedy herein specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the County or Contractor, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise , at the same time or thereafter, any other remedy.

ARTICLE 41. NO DEFAULT

The Contractor represents and warrants that the Contractor is not in arrears to the County and is not a defaulter as a surety or otherwise upon any obligation to the County. In addition, the Contractor warrants that the Contractor has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local governmental entity in the State of Florida, or a public authority in the State of Florida, the Federal Government or any state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Contractor's responsibility or qualification to receive public agreements. The Contractor considers this warranty as stated in this Article to be a continual obligation and shall inform the County of any change during the term of this Agreement.

ARTICLE 42. NO THIRD-PARTY LIABILITY

Unless otherwise noted herein, nothing provided herein shall create any rights in any third-party as provided in this Agreement or any obligation on the part of the County to any third-party.

ARTICLE 43. CONFIDENTIALITY

43.1 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. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

43.2 Acknowledgement. County hereby acknowledges and agrees that the Licensed Software, Contractor's proposal including Exhibit B "Price Schedule" may constitute and contain proprietary products and information, and trade secrets of the Contractor, and others supplying EMC Select products, embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the Licensed Software and Contractor's other information marked "Confidential" or "Proprietary," as confidential in accordance with the confidentiality requirements and conditions set forth below.

"Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is:

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- (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party;
- (ii) a matter of public knowledge;
- (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or
- (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information.
- (v) information that is considered a public record under applicable public records laws

Each party shall (i) use the Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement; and (ii) protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to County data to which the Contractor may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies. Notwithstanding the foregoing, either party may disclose Confidential Information (a) to an affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such affiliate complies with the foregoing; and (b) if required by law, provided the receiving party has given the disclosing party prompt notice.

In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, 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.

43.3 Maintenance of Confidential Information. Contractor and County shall each advise their respective employees, 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 other party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees, agents, subconsultants or supplier's employees, either present or former. In addition, Contractor and County each agree to cooperate fully and to provide any assistance necessary to ensure the confidentiality of the Confidential Information. The County shall venture to notify the Contractor of any request for public records in reference to this Agreement; however, failure to notify the Contractor of such requests shall not be deemed a breach of this Agreement.

43.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article 44, damages may not be an adequate remedy, and the County and Contractor shall each be entitled to injunctive relief from the other to restrain any such breach or threatened breach. Unless otherwise requested by the County or the Contractor, upon the completion of the Services performed hereunder, the County and Contractor shall immediately turn over to the other party all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the nonrequesting party or its employees, agents, subconsultants or suppliers without the prior written consent of the requesting party, except in the case of public records which the County may be required to retain.

43.5 Survival. The parties' obligations under this Article 49 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 44. PROPRIETARY INFORMATION

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

44.1 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.

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

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Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 45. PROPRIETARY RIGHTS

45.1 Contractor Proprietary Rights. The County hereby acknowledges and agrees that, except for the licensing rights provided in the Agreement, the Contractor retains all rights, title and interests in and to all Software, Documentation, Deliverables, and other materials, data, and copies thereof furnished to the County by the Contractor, including all copyright and other propriety rights therein, which the County as well as its employees, agents and representatives may use only in connection with the terms of this Agreement. Contractor grants the County a worldwide, non-exclusive, non-transferable, non-sublicenseable, perpetual, irrevocable right to possess, use and copy Derivative Works, which may include scripts, source code, specifications and other documentation, resulting from the Contractor's professional services under this Agreement. Except as provided for by this Agreement, the County may create Derivative Works from the Contractor's Deliverables and use the Derivative Works for the County's internal business operations. The license to Derivative Works excludes Contractor's generally available products and shall not create any right for the County to access source code of EMC core products.

The Contractor reserves all rights not expressly granted to County and except as expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to the County any title to or ownership of Contractor's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude Contractor from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder..

The Contractor shall retain all proprietary interests in such Derivative Works, including the ability to utilize, reproduce, or distribute such Derivative Works. No future feature development in the Licensed Software shall be considered Developed Works.

45.2 Except as otherwise provided in subsection 46.1, above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software. All copies of the Software (including any customization, modification or enhancement) or any Documentation in any form provided by the Contractor are the sole property of the Contractor, including any source code included therein.

County may use Licensed Software consistent with the section titled "Grant of Rights." Except as otherwise provided in this Agreement, the County shall not have any right, title or interest to any such Software, Documentation, or copies thereof, and further shall secure and protect all Software and Documentation consistent with the maintenance of the Contractor's proprietary rights therein.

45.3 County Furnished Materials. The ownership in and to materials furnished by County for use by Contractor remains with County.

45.4 Rights to Use Deliverables. Contractor provides Professional Services to its other customers, and nothing in this Agreement shall be construed to prevent Contractor from carrying on such business. County acknowledges and agrees that Contractor will retain all rights, title and interest in any know-how or intellectual property related in any way to Contractor's proprietary software or consulting methodology, which it discovers or creates in the course of performing Professional Services under this Agreement. County and Contractor each retain ownership of their respective pre-existing intellectual property and no transfer of any rights therein is intended. Contractor grants County a non-exclusive license, without right of sublicense, to use such deliverables and work product, solely for County's own business purposes.

ARTICLE 46. BUSINESS APPLICATION AND FORMS

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

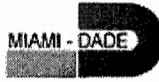
- 1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the County Code)
- 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2-8-1(d)(2) of the County Code)
- 3. **Miami-Dade Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
- 4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the County Code)
- 5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
- 6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
- 7. **Miami-Dade County Code of Business Ethics Affidavit** (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
- 8. **Miami-Dade County Family Leave Affidavit**(Article V of Chapter 11 of the County Code)
- 9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
- 10. **Miami-Dade County Domestic Leave and Reporting Affidavit**(Article 8, Section 11A-60 11A-67 of the County Code)
- 11. **Subcontracting Practices**(Ordinance 97-35)
- 12. **Subcontractor /Supplier Listing** (Section 2-8.8 of the County Code)
- 13. **Environmentally Acceptable Packaging**(Resolution R-738-92)
- 14. **W-9 and 8109 Forms** (as required by the Internal Revenue Service)
- 15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- 16. **Office of the Inspector General** (Section 2-1076 of the County Code)
- 17. **Small Business Enterprises** The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
- 18. **Antitrust Laws** By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

ARTICLE 47. CONFLICT OF INTEREST

47.1 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.

The Contractor represents that:

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



same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
3. Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

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

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

ARTICLE 48. INSPECTOR GENERAL REVIEWS

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

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

48.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts;



(h) revenue-generating contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

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

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

ARTICLE 49. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

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

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

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

49.4 Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of

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the nondiscrimination law.

- i. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- ii. Miami-Dade County Code Section 10-38 "Debarment".
- iii. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- iv. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

ARTICLE 50. NONDISCRIMINATION

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

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

ARTICLE 51. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

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

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

ARTICLE 52. BANKRUPTCY

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

ARTICLE 53. GOVERNING LAW

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

ARTICLE 54. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service during the year. County shall pay for all hardware products, Software, and services performed prior to the date of termination for non-appropriation in accordance with the provisions of Article 36.

ARTICLE 55. COUNTY USER ACCESS PROGRAM (UAP)

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

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

55.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filing 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.

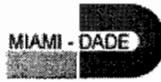
For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior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

55.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 37 of this Contract.

ARTICLE 56. SOFTWARE SOURCE CODE ESCROW AGREEMENT

The Contractor shall maintain a software escrow account with respect to Contractor's licensed software to protect the County against the failure by the Contractor to provide the agreed upon services so long as the County's license to the software is valid. A copy of the vendor's source code and such other materials pertaining to the licensed software as the County would reasonably require in order to configure, install, modify, and support the licensed software shall be kept by a trusted third party to ensure that the County will have access to the source code and these materials in the event that the Contractor is unable to support and maintain the software. In the event that Contractor is unable to maintain or support the software and the County is current on maintenance & support fees, the County shall have the right to a copy of the source



material. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all increment releases and upgrades. A copy of the source code escrow agreement shall be mailed to the County's project manager to be kept in the project files within 30 days of execution of this agreement. In the event of any conflicts between the terms of this agreement and the terms of the software escrow agreement between Contractor and the third party, the terms of this agreement shall control and be binding.

Upon such release of the source code, County is granted a license to use the source code solely for purpose of maintaining its existing object code licenses in a manner substantially similar to that which was required of Contractor under the applicable EMC warranty or maintenance agreement. Customer shall make no other use of the source code and shall not disclose all or any portion of it to any third party. The terms of this paragraph shall not apply to those portions of Software, if any, that consist of, or are derived from, object code that EMC licenses from a third party licensor (Third Party Code") except to the extent that EMC's agreement with the third party licensor authorizes EMC to place the source code for the Third Party Code into an escrow arrangement that conforms to the terms of this paragraph.

ARTICLE 57. SURVIVAL

The respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 58. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 59. OWNERSHIP OF DATA

County's owns or controls various databases and data that will be installed on Contractor's Licensed Software. When this Contract is terminated or concluded, and the County provides a requests extraction services, Contractor agrees to assist the County in extracting all County-owned data from Contractor's Licensed Software. Based on the County's request, Contractor will submit a proposal or Statement of Work with an cost proposal covering personnel time and Contractor's best efforts, provision of documentation regarding the format and contents of the extracted data, verification that the

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extracted data is complete and in a form suitable for use by the County, and other assistance necessary for the extraction of data.

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

Contractor

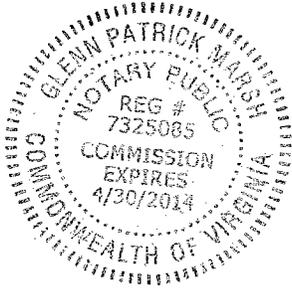
Miami-Dade County

By: Christopher P. Terry
 Name: Christopher P. Terry
 Title: Counsel & Contracts Manager
 Date: August 22, 2011
 Attest: Glenn Marsh
 Corporate Secretary/Notary Public

By: _____
 Name: _____
 Title: _____
 Date: _____
 Attest: _____
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



[Signature]
 Assistant County Attorney

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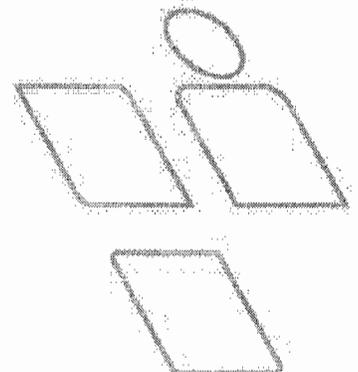


ATTACHMENTS

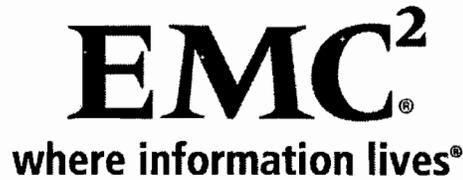
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Exhibit A

Statement of Work



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**A Fixed Fee Statement of Work
Submitted to**



Miami Dade County

For

**ECM and Accounts Payable IWA
Implementation**

Prepared By:
Information Intelligence Group Consulting
EMC Corporation

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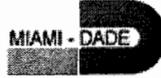
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1. Executive Summary

Background

Miami-Dade County is the largest county in the State of Florida employing approximately 30,000 workers who provide services to over 2.4 million residents. It includes unincorporated areas of the County and 36 municipalities, among them the cities of Miami, Miami Beach, Coral Gables, and Hialeah.

The County government is comprised of over 50 County agencies and departments which are in disparate businesses. There are public facing departments such as Aviation, Human Services, Parks and Recreation, Property Appraisal, Water and Sewer, and the Seaport. There are also internal service providers such as the Human Resources, General Services Administration, ETSD, and Finance departments.

2. Objectives

In accordance with EMC's proposal response to Miami Dade County RFP:733 Enterprise Content Management Solution with Customizable Workflow Capability, EMC will provide the following services as described in this Statement of Work in support of Miami-Dade County in order to provide Miami-Dade County with:

- **ECM Design & Implementation Planning** - This effort will primarily be concerned with assisting the County with a new model for ECM in the form of synthesizing the needs of the existing departments and libraries utilizing emPower, COLD processing, large-volume scanning and other software as well as consideration for the migration of their content and addressing these in terms of Records Management and ECM centralization. The design document will include best practices for County-wide Records Management which will be included with the IWA content and which can be included in legacy system migration and all subsequent functional roll outs. The specific in-scope deliverables are presented in each milestone section below.
- **ECM Infrastructure Installation & Configuration** – This effort will be specifically tasked with the installation, configuration, and testing of the ECM platform infrastructure including, by definition the modular deployment of the AP IWA on the platform. EMC will lead the installation and configuration of 3 platforms: Development, Test, and Production. The Development environment will consist of a “single stack” installation at a single location with no HA or DR configurations while both the Test and Production will install in two locations to support HA and DR configurations and testing. Also during this work stream, the proposed software in support of the ECM Design team will be installed on the development platform to support the ECM Design deliverable of a demonstration system to be used for County wide communication. Not all software proposed will be used for the AP IWA and the infrastructure architect will be tasked with the installation and demonstration of this software on the development environment in support of the County's desire to understand how these additional components will serve for future applications and library migrations.
- **AP IWA Pilot Application Configuration & Implementation** – This effort will include the activities described below related to the configuration and implementation of the AP IWA Application. Along with the strategy outlined by the software proposed by EMC, this work stream will include tasks associated with the configuration of the xCP Suite of software where this pilot application is envisioned as the first of many applications that can be configured and deployed on the EMC Documentum Platform. Because of the paper and image based nature of Account Payable systems, during this period, significant emphasis will be placed on the implementation of the processes and templates for the Captiva scanning product as well. In addition, successful implementation of this application will require support for a process of educating and communicating with County personnel and management; this process might take the form of presentations, plans and/or technical discussions which will be jointly designed and developed between EMC and County staff.

The remainder of this Statement of Work documents the services to be provided by EMC.

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3. Scope of Services

The following section defines the areas that are in and out of scope for this project. Items defined in the "out of scope" section are presented for clarity.

In Scope Activities:

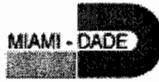
Experienced EMC Information Intelligence Group Consulting personnel or authorized agents will work closely with Miami Dade County staff to manage the MDC Documentum Implementation. During this engagement, EMC will:

1. Assign a project manager to manage this effort and conduct meetings as necessary and as mutually agreed upon, including status meetings and timely meeting minutes.
2. Complete documentation and perform knowledge transfer.
3. Obtain signoff on the Project Acceptance Certificate.
4. Complete all deliverables, activities and services outlined within the Milestones further defined in this Statement of Work as required by this Agreement, RFP No. 733 and the Contractor's Proposal Response to such RFP.

Out of Scope Activities:

Any activities not listed above including, but not limited to the following:

1. Any installation, configuration or testing of hardware or software not specifically described in this Statement of Work.
2. Load testing or performance benchmarking relative to the solution deployed in this Statement of Work.
3. Any disaster recovery (DR) or high availability (HA) architecture or solution design not described in this Statement of Work.
4. Configuration of any network load balancing configuration.
5. Custom LDAP query development.
6. Any activities relative to disaster recovery or business continuity planning, execution of disaster recovery backups, recovery or validation activities, or formal backup/recovery procedures or documentation not described in this Statement of Work.
7. Installation of an intranet environment (e.g., HTTP server, J2EE application server, and/or web access);
8. Any application or host system access that encompasses coding, scripting, application analysis, system performance, and/or troubleshooting not described in this Statement of Work.
9. Any OS or non-EMC application or hardware tuning, troubleshoots or maintenance steps including patches, upgrades and/or installations/re-installations.
10. Any CPU, server, or mid-range host monitoring and console operations.
11. Troubleshooting, performance tuning, or configuration of the client's messaging environment.
12. Any disk storage installation, implementation, configuration or reconfiguration not specifically described in this Statement of Work.
13. Integration with Miami Dade County's enterprise monitoring system (HP Openview, BMC Patrol, IBM Tivoli, etc).
14. Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues.
15. EMC will not be responsible for the performance of any third party products in the customer environment, including but not limited to the following software: database management, application and web server, operating system, backup/restore, or clustering/high availability.
16. Installation, certification or configuration, and support of electrical, network, telecommunications, any environment not described in the Statement of Work, cabling infrastructure and components.
17. Development of any custom solutions including scripting not described in this Statement of Work.
18. Modification to customer's application software.
19. Server and/or file system consolidations and/or relocation or validation of databases or data files.



20. Troubleshooting, redevelopment, validation, correction or compiling of existing customizations or custom applications
21. Migration or conversion of any historical or legacy data.
22. Upgrade of any existing EMC applications unless otherwise specified in this Statement of Work.
23. Creation and/or follow-up on support tickets opened through the EMC Support Desk which is not related to this Service.
24. Specific customer training on EMC applications not described in this Statement of Work.



Milestone 1 - Project Kickoff and Base Software Installation

Project Kickoff Description:

The team, led by the EMC PM/Solution Architect will confirm the project scope and assumptions made within the Statement of Work and will utilize this information to develop a detailed project plan. The team input will be used to finalize the project tasks and schedule, and fix dates for process design workshops and specific assessment and analysis milestones as the project develops and once the requirements are known.

Activities:

- Conduct Project Kickoff Meeting
- Create detailed Project Plan

Deliverables:

- Installed Development Environment on County servers – Including all software purchased by the County for this Proposal.
- Project Plan Document – Including activities for both ECM and IWA efforts.

Resources and Hours:

- EMC Staff will include a lead Infrastructure Architect
 - Approximately 4 weeks for Infrastructure architect (Architect).
- ETSD Staff will include Network, OS, Database, and Application Server team participation on an as needed basis, as well as the dedicated Documentum Administrator resources for the entire milestone period.
 - Approximately 4 weeks for dedicated ETSD Documentum Administrator staff,
 - Approximately 1-2 weeks total combined effort for remaining ETSD specialist efforts

Acceptance Criteria:

Software Installation:

- Documentum Content Server software has been installed
- Documentum Administrator software has been installed and user can log into the Documentum Administrator console
- Documentum xCP Designer software has been successfully installed (up to 2 workstations).

Administrator Software Installation / Search:

- Login to Documentum Administrator URL
- Create sample repository
- Create a user, group and ACL
- View out of the box – doc types, doc base configuration and server configurations
- Run a Simple Search
- Run an Advanced Search
- Save a Search
- Run a Saved Search

Capture Testing:

- Create sample Captiva scanning process template
- Import TIFF images into Captiva and create a batch



- Add, remove, reorder images within batch
- Add index value to image within batch
- Export batch to DCTM

xCP User Testing:

- Documentum xCP Client (TaskSpace) software has been installed.
- Log into the TaskSpace application and authenticate the user. Test log out functionality.
- Create new folder in My Folder tab
- Create new Word document in My Folder tab
- Check out and edit the document to check operation of library services.
- Check in the document and change the version to check operation of library services.
- Import a PDF document into the repository and assign properties to the document during the import process.
- Export a file to a set location.
- Run a Simple Search

xCP Designer Testing:

- BAM (Business Activity Monitor) software has been installed.
- Log into the BAM server URL and validate that no error messages appear on screen
- BPS (Business Process Services) software has been installed
- Log into system properties URL of BPS service and validate that all configuration values are present without error
- Forms Builder application software has been installed
- Launch Forms Builder application and log into sample repository
- Process Builder application software has been installed
- Launch Process Builder application and log into sample repository
- Process Reporting Services application software has been installed
- Launch Process Reporting Services application and log into BAM service
- Crystal Reports application software has been installed
- Launch Crystal Reports application and log into sample repository

Renditions:

- Content Transformation Services software is installed
- View the rendition of an imported document
- Set a Preview Rendition
- View the Preview Rendition

Annotations:

- Brava! software is installed
- Open PDF file in Brava
- Create annotation on document
- Close document
- Re-open document and validate annotation exists

Retention Policy Services / Records Management:

- Retention Policy Services software is installed.
- Create a Retention Policy



- View a Retention Policy
- Enable a Retention Policy
- Apply a Retention Policy
- Edit a Retention Policy
- Remove an Applied retention Policy
- Delete a Retention Policy

Records Administration:

- Run the following RM consoles: Qualification Manager, Promotion Manager, Disposition Manager
- Run an Audit Trail Report, run a Retention Report, run a Notification Report

Project Plan:

- ECM tasks
- IWA tasks

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
1	Project Kickoff and Base Software Installation Completion	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.
	Project Plan		Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.

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Milestone 2 – COLD and Kofax Demonstration

Description: This milestone demonstrates the fundamental approach to integration with external content sources including COLD, Kofax, and the content sources represented in the RFP.

In this milestone, EMC will create a sample Kofax release script as well as create sample java programs that read data from external data sources and load a sample set of documents into Documentum. EMC will conduct a two-day workshop that reviews the ingestion code with the county's technical staff as well as review bulk loading best practices, technical approaches, and migration planning for the content sources represented in the RFP.

The goal of this milestone is to help the county technical staff understand how to connect the Documentum platform to other external data sources to facilitate integration and migration of external content sources into the county's central content repository.

Activities:

- Configure a sample Kofax release script for an out of the box Documentum object type.
- Create a sample java program that reads a delimited file generated from the COLD system and creates the document in the Documentum repository from the metadata and file pointer references in the delimited file.
- Create a sample java program that connects to a JDBC compliant data source, reads metadata from a single table, and loads up to 100 documents into a sample object type in Documentum.
- Conduct a two-day workshop to review source code, best practices, migration approaches, and migration planning.

Deliverables:

- Sample Kofax release script for a demonstration content type.
- Sample Java source code that demonstrates loading content generated from the OverSight COLD solution
- Sample Java source code that demonstrates loading content from one external data source
- Two-day workshop

Resources and Hours:

- EMC Staff will include a lead Infrastructure Architect (Architect) for approximately 1 week
- ETSD Staff will include the dedicated Documentum Administrator resources for this effort..
 - Approximately 3 days weeks for dedicated ETSD Documentum Administrator staff,

Assumptions:

- The goal for COLD in the initial release of the base ECM capability is to demonstrate the EMC Documentum product capability to ingest the PDF and metadata created by OverSight
- The goal of this milestone is not to create a full project lifecycle, production ready solution for ingesting COLD generated documents or performing production migration from external content sources.
- There will be no data error handling, data transformation, no multi-threading, no back-out processing.

Acceptance Criteria:

- Kofax release script configured for a single sample object type with up to five (5) single attribute values.
- Documentum job configured to launch the sample COLD ingestion job
- Java program installed that performs the following functions
 - Polls a directory for COLD metadata files
 - Opens the metadata file, read the delimited metadata, identify the location of the PDF
 - Creates a demonstration document type and sets attribute values from fields identified in the OverSight metadata file.



- Deletes the metadata file and PDF from the staging directory
- Java program installed that performs the following functions
 - Connect to a data source via JDBC
 - Reads from a single table that contains metadata from a sample content type
 - Creates a demonstration document type and sets attribute values from fields identified in the source table.
 - Loads content referenced in the source data table
- Two-day Workshop Covering the following topics:
 - Connecting to Documentum and connection pooling
 - Documentum Foundation Class (DFC) calls
 - Multi-threading
 - Data mapping
 - Logging and error handling
 - Common errors
 - Best practices for bulk loading
 - Migration strategies
 - Migration planning

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
2	COLD and Kofax Demonstration	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 3 – Test Environment Failover Test

Test Environment Failover Test Description:

The goal and scope for this milestone is to design, develop, and install the County Test environment and design, develop and test procedures in an Infrastructure Test Plan Document which will ensure successful Fail-over and Fail-back of all configured components and successful working of the system as a whole.

Activities:

- Develop Infrastructure Design and Capacity Plan – EMC staff will work with assigned ETSD staff to understand current network and infrastructure standards and capabilities and develop and document the design for the production infrastructure for the County.
- Assist the County in developing application deployment procedures – EMC staff will work with ETSD staff to develop procedures for deploying applications and incremental application components from the Development Platform to the Test Platform and similarly for the Test Platform to the Production Platform.
- Develop Installation Document Draft – EMC will continue developing the Installation Document during the installation of the Test Platform by capturing screen shots and detailing installation parameters.
- Develop Infrastructure Test Plan Document – EMC will lead in developing the Test Plan for testing the Fail-over and Fail-back capability of the infrastructure in Active/Passive mode.
- Installation and Fail-over Configuration of the Test Platform – EMC will lead, and engage ETSD staff in installing and configuring the Test Platform in Active/Passive mode in two physical locations.
 - Active Directory authentication will be supported via LDAP configuration objects in Documentum.
 - HTTPS will be configured by ETSD at Application Tier
 - ETSD staff will be “hands on” in this phase to continue knowledge transfer goals.

Deliverables:

- Infrastructure Design and Capacity Plan Document.
- Infrastructure Test Plan Document -- Test procedures for all A/P Failover testing at every layer of each stack using 20 sample documents of varying sizes and types.
- Installed and tested Test Platform configured in Active/Passive mode.

Resources and Hours:

- EMC Staff will include a lead Infrastructure Architect (Architect) as well as an additional Infrastructure Architect (Architect) for assistance with developing and reviewing the Infrastructure Design and Capacity Plan.
 - Approximately 7 weeks for primary architect and 2 weeks for secondary architect.
- ETSD Staff will include Network, OS, Database, and Application Server team participation on an as needed basis, as well as the dedicated Documentum Administrator resources for the entire milestone period.
 - Approximately 7 weeks for dedicated ETSD Documentum Administrator staff,
 - Approximately 3-4 weeks total combined effort for remaining ETSD specialist efforts

Assumptions:

- Test Plan and Testing will not include IWA AP application or document testing, rather default document types and attribute data in Documentum Administrator web application.
- Environment Installation will include two single stack environments configured in Active/Passive HA mode in two physical locations
 - ETSD staff will lead in installations and configurations of Network, Server OS, Database, and Application Server components and configurations necessary to support A/P in Failover mode for those tiers.
 - EMC staff will lead in installation and configurations of EMC products with ETSD staff assisting throughout to continue knowledge transfer.



- EMC software installed and configured in Test and Production platform will be limited to that which supports the AP IWA application only.
- HTTPS will be configured on the application server layer.
- Active Directory
 - Repository LDAP configuration objects will be configured for user authentication only and not for group provisioning.
 - Up to 3 Repository LDAP Configuration Objects will be configured to test against 3 Miami Dade Test Active Directory Branches and/or Servers.
- Disaster Recovery
 - Although the Failover mode configured in this Statement of Work will be the first step in Disaster Recovery, the planning, design, or testing for a comprehensive Disaster Recovery procedure will not be part of this effort.
- High Availability
 - Setup of the infrastructure in High Availability mode (4 or 5 nines), will not be part of this Statement of Work, due to time considerations and because it will require the support and knowledge of Documentum Infrastructure components across several members of the ETSD team to configure and support it.
- Backup & Restore
 - EMC Staff will assist ETSD staff in implementing Backup & Restore processes and procedures but will not lead, given the tools will be fully owned and implemented by ETSD staff.
 - Backup & Restore software will supplied by ETSD
- Virtualization
 - Virtual IP's should be available and assigned to the host servers wherever possible
 - If using Virtualization, the supported version of VMware must be provided by ETSD as well as a resource for managing and administering the VMware software suite.
 - Native Red Hat Virtualization technology is not supported by EMC however Red Hat Operating Systems are supported for Content Server installation.
- The County is responsible for fail over and fail back of the database and storage layers of the platform.

Acceptance Criteria:

- Review and Signoff of Infrastructure Design and Capacity Plan Document
- Review and Signoff of Infrastructure Test Plan Document.
- Demonstration of Failover of all tiers of configured components to include Application layer, Documentum Content Server layer, Database layer, and Storage layer as well as successful fail-back to primary site per the Infrastructure Test Plan Document

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
3	Test Environment Failover test	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 4 – Production Environment Fail Over Test

Production Environment Fail Over Test Description:

The goal and scope for this milestone for the Production Infrastructure Environment is to install, configure and test the Fail-over and Fail-back of all configured components and successful working of the system as a whole.

Activities:

- **Finalize Installation Document** – Leading up to the production installation and Failover test, all installations and configurations will have been documented via screen shots and environment specific data documentation. The Production system will be the same and will use a finalized version of the instructions and parameters for the Test environment to help with ETSD participation while capturing the details of the Production Installation.
- **Deploy Application from Development to Test** – After installing and testing the Test environment, the team will work with the IWA AP application team to deploy the application from the Development environment to the Test environment to support their move to User Acceptance Testing. This will be done using a draft of the Deployment Guide Document which will also be jointly developed between the Application and Infrastructure teams.
- **Installation and Fail-over Configuration of the Production Environment** – EMC will lead, and engage ETSD staff in installing and configuring the Production Platform in Active/Passive mode in two physical locations.
 - Active Directory authentication will be supported via LDAP configuration objects in Documentum.
 - HTTPS will be configured by ETSD at Application Tier
 - ETSD staff will continue to be “hands on” in this phase to continue knowledge transfer goals.

Deliverables:

- **Installation Document** --Contains all installation screen shots for each environment with detailed IP addresses, server names, variable naming, etc.
- **IWA AP Deployment Guide Document**-- Contains jointly developed detailed steps for migration of code from dev to test and from test to production. Deployment Guide will be written for the purposes of the AP deployment process.
- Installed and tested Production Platform configured in Active/Passive mode.

Resources and Hours:

- EMC Staff will include a lead Infrastructure Architect (Architect) as well as an additional Infrastructure Architect (Architect) for assistance.
 - Approximately 3 weeks for primary architect and 1 week for secondary architect.
- ETSD Staff will include Network, OS, Database, and Application Server team participation on an as needed basis, as well as the dedicated Documentum Administrator resources for the entire milestone period.
 - Approximately 3 weeks for dedicated ETSD Documentum Administrator staff,
 - Approximately 1-2 weeks total combined effort for remaining ETSD specialist efforts

Assumptions:

- Testing will not include IWA AP application or document testing for failover, rather default document types and attribute data in Documentum Administrator web application.
- Environment Installation will include two single stack environments configured in Active/Passive HA mode in two physical locations
 - ETSD staff will lead in installations and configurations of Network, Server OS, Database, and Application Server components and configurations necessary to support A/P in Failover mode for those tiers.
 - EMC staff will lead in installation and configurations of EMC products with ETSD staff assisting throughout to continue knowledge transfer.
 - EMC software installed and configured in Test and Production platform will be limited to that which supports the AP IWA application only.

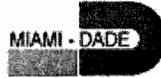


- HTTPS will be configured on the application server layer.
- Active Directory
 - Repository LDAP configuration objects will be configured for user authentication only and not for group provisioning.
 - Up to 3 Repository LDAP Configuration Objects will be configured against 3 County Test Active Directory Branches and/or Servers required to support AP IWA pilot application departments and staff.
- Disaster Recovery
 - Although the Failover mode configured in this Statement of Work will be the first step in Disaster Recovery, the planning, design, or testing for a comprehensive Disaster Recovery procedure will not be part of this effort.
- High Availability
 - Setup of the infrastructure in High Availability mode (4 or 5 nines), will not be part of this Statement of Work, due to time considerations and because it will require the support and knowledge of Documentum Infrastructure components across several members of the ETSD team to configure and support it.
- Backup & Restore
 - EMC Staff will assist ETSD staff in implementing Backup & Restore processes and procedures but will not lead, given the tools will be fully owned and implemented by ETSD staff.
 - Backup & Restore software will supplied by ETSD
- Virtualization
 - Virtual IP's should be available and assigned to the host servers wherever possible
 - If using Virtualization, the supported version of VMware must be provided by ETSD as well as a resource for managing and administering the VMware software suite.
 - Native Red Hat Virtualization technology is not supported by EMC however Red Hat Operating Systems are supported for Content Server installation.

Acceptance Criteria:

- Successful execution by demonstration of Failover of all tiers of configured components to include Application layer, Documentum Content Server layer, Database layer, and Storage layer as well as successful fail-back to primary site per the Infrastructure Test Plan Document

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
4	Production Environment Fail Over Test	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 5 – Deliver IWA AP Design Document

Deliver IWA AP Design Document Description:

Leading up to this milestone, the AP IWA team will be executing on the following Activities. During the time leading up to this milestone, the combined IWA AP team will be configuring the system and designing it at the same time in shared iterations. The Design document will serve as the acceptance criteria for this period with the actual configurations themselves being the acceptance criteria during Milestone 7 Test and Complete.

Activities:

- **Business Process Review** – This will include the first meeting of the entire AP IWA SME Team and the AP IWA Technical Teams where the technical team will give a detailed demonstration of the AP Solution. Initial requirements gathering, requirements use cases will begin to be developed, and the initial configuration session will happen. Also during this period, the first Change Control Board meeting will be scheduled to begin discussing deployment procedures and thresholds for deploying changes. Finally, a meeting for the design of the change communication message and materials will be held to make assignments for participation.
- **Starting point with AP Solution** –The AP Solution from Beach Street is a set of pre-built configurations that encompass a complete AP application on the Documentum xCP application platform, although not initially configured for the detail of Miami-Dade County's, interface, workflow, integrations, etc. The Solution is an accelerator in that once installed, much of the AP-specific functionality is in place for rapid kickoff of iterative configuration. All IWA AP configurations will begin with this solution installed on EMC/Beach Street servers at the outset to facilitate configurations at the beginning of the effort. Once the Infrastructure team has the development environment in place, an appropriate time will be scheduled to transfer the ongoing configurations to the county development environment and iterative configuration will continue from there.
- **Pilot Iterative Configuration** – The iterative approach will simultaneously develop three things for the IWA AP application: Requirements Use Cases, IWA AP application Design, and the actual configured IWA AP application. As designed now, there will be in effect four iterations beginning with the business process review as the first introductory iteration. Within each iteration the following steps will occur:
 - **Demonstrate the Application**
 - **Continue Requirements Gathering**
 - **Continue Use Case Development**
 - **Continue Application Configurations**
 - **Unit Testing**
- **Use Case Document Development** – As part of the Iterative steps, the Use Case Document will be iteratively developed and shared with the SME teams for continual feedback and correction. It is intended that the Use Case Document will be the starting point for the UAT Test Plan document.
- **Develop and Finalize Design Document** – The Design Document will contain all of the system application configurations including records management design considerations and best practices. It will serve as the blueprint for future application development for County ECM related applications include on the Documentum platform.

Deliverables:

- IWA AP Design Document
- IWA AP Requirements Use Case Document

Resources and Hours:

- EMC IWA AP Configuration staff team will include a primary Application Architect (Architect) for leading application requirements gathering and xCP Documentum design and configuration, a Capture Architect (Architect) for Captiva Scanning configurations, an Application Developer (Senior Consultant) for xCP Documentum configurations, and an additional Application Architect (Architect) for design review and assistance
 - Approximately 10 weeks for the primary Application Architect (Architect).



- o Approximately 8 weeks for the Capture Architect (Architect).
- o Approximately 8 weeks for the Application Developer (Senior Consultant).
- o Approximately 3 weeks for the secondary Application Architect (Architect).
- County Staff will include a team of Subject Matter Experts which will include IWA AP staff, and representatives from the 7 departments to be included in the Pilot rollout.
 - o The IWA AP staff SME team will, along the 10 weeks span, be asked to devote 2-3 weeks of total time for involvement in the effort.
 - o The Departmental Representatives will be asked to devote a similar 2-3 weeks of total time across the 10 week effort.

Assumptions:

- County IWA AP and Departmental Representative staff will be available for requirements gathering and design review sessions both in group and individual sessions, as required by the EMC team.
- AP Application configurations will begin with the existing AP Solution provided by Beach Street Consulting – to be used as an advanced starting point
- Initial Iterations on Hosted Servers – In an effort to begin the application AP IWA application configurations, the initial iterations will be held on a hosted application platform outside of County servers.
 - o External internet access will be required to execute these initial iterations on hosted servers from within County firewall locations.
- In Scope and Out of Scope details for the configurations and requirements included this milestone are detailed and limited to the specific in-scope deliverables listed in the Deliverables section of Milestone 7 Testing Complete.
- Cultural Change Communication within the county relating to the IWA AP system will ultimately be the responsibility of the county. EMC staff will assist with developing materials for communicating design and participate in strategic planning for the eventual production rollout to the departments expected to be included after the Pilot rollout. EMC and Beach Street will share best practices in past engagements during this time to assist the county in successfully rolling out.

Acceptance Criteria:

- Review and Signoff of IWA AP Design Document
- Review and Signoff of IWA AP Requirements Use Case Document

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
5	Deliver IWA AP Design Document	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 6 – IWA AP Testing Start

IWA AP Testing Start Description:

Following approval of the Design Document in Milestone 5, the period leading up to this Milestone will be focused on the activities involved with preparing for User Acceptance Testing.

Activities:

- Develop UAT Test Plan Document – This document will largely be a translation of the Use Cases developed and published during the configuration iterations into Test Cases to drive both a system test for the EMC team as well as the User Acceptance Test (UAT) for the IWA AP and Departmental Representative SME teams.
- Hold Change Control Meeting – In advance of the UAT, this will be the second meeting of the Change Control Board. It will be held to setup a schedule and process for the CCB meetings to happen during UAT. A threshold for and definition of bug fixes will be finalized in this meeting to facilitate bug fix prioritization and approval as well as future functionality change request management.
- Deploy Application to Test from Development – This set of activities will happen in conjunction with the EMC Infrastructure Architect and ETSD Documentum Administrators and will represent the first test of deployment procedures between systems.
- System Test – The EMC AP IWA configuration team will, once deployment to the Test platform occurs, perform an end to end system test in advance of the UAT start to ensure all of the system functionality deployed properly.
- UAT Plan Initial Review – County AP SME Team will use UAT Plan Document to exercise system after system test has been completed by EMC AP IWA Configuration team.

Deliverables:

- IWA AP System and User Acceptance Test Plan Document

Resources and Hours:

- EMC IWA AP Configuration staff team will include a primary Application Architect for leading development of the Test Plan and the Technical Lead for Change Control Meeting coordination.
 - Approximately 2 weeks for the primary Application Architect.
 - Approximately 2 weeks for the Technical Lead.
- County Staff will include a team of Subject Matter Experts which will include IWA AP staff, and representatives from the 7 departments to be included in the Pilot rollout.
 - Approximately 1 week for the members of the the IWA AP staff SME
 - Approximately 1 week for the members of the Departmental Rep SME team

Assumptions:

- After this milestone has been completed, no new enhancements will be added.

Acceptance Criteria:

- Review and Signoff of IWA AP Test Plan Document

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
6	IWA AP Testing Start	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 7 – IWA AP Testing Complete

IWA AP Testing Complete Description:

The IWA AP Testing Complete Milestone will encompass all User Acceptance Testing (UAT), break fix, and Change Control meetings held during UAT. As such, the detail of the scope for the IWA AP application is contained in this section.

Activities:

- User Acceptance Testing – Two iterations of UAT will be held where the AP IWA application will be tested by the County AP IWA staff and Departmental Representative SME staffs following the IWA AP Test Plan.
- Change Control Meeting – Following the UAT sessions, the Change Control Board will meet to review issues found by the UAT team to classify them as bugs to be changed or enhancements to be added to future releases.
- Break Fix – Two iterations of break fix, following the Change Control Board meetings will be held where bugs will be fixed for redeployment from dev to test.

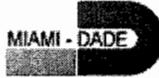
Deliverables:

Fully Tested AP IWA Application – The following bullets list the detail of the scope to be included:

- Capture/Process Methods
 - In Scope:
 - Users will be able to scan invoices from paper and import pdf files directly from their desktop.
 - Out of Scope: FAX, EDI, and direct email importing.
- Categorization
 - Because categorization of invoices can range from full paper automation to manual single invoice scanning (one at a time), and because the detail of which departments will be included as part of the 7 involved in the Pilot and the extent to which automation can be included is unknown and the time to implement is limited, the extent of the scope of automation will be determined during iterative configurations and detailed in the design document. It is understood by the County that full automation is impractical in this implementation and that time spent on categorization may be better spent on extraction, validation, or workflow, etc and it is understood by EMC that automation is a large business objective for the County and at a minimum, the path for automation needs to be included in this scope of work such that the County can achieve automation as part of its future rollouts among the remainder of its participating departments & organizations. As such, EMC and the County agree to time box the amount of design and configuration time to support an agreed upon level of automation.
- Data Extraction/Validation
 - In Scope:
 - Configure a free form template to attempt to extract header data including, if it is available on the invoice or other agreed upon data fields:
 - Invoice Number
 - Vendor Name
 - Invoice Date
 - Net Amount
 - Freight Amount
 - Total Amount
 - Discount Amount
 - PO Number
 - Invoice Terms
 - Department
 - Vendor Number
 - 5 Data Extraction Templates will be created for frequently received vendor invoices which will increase reliability of data extraction.



- The County will develop and expose web services for Validity of PO and Vendor Name. Our solution will consume these services to validate whether the PO number exists and the vendor name matches data in FAMIS.
- Out of Scope:
 - Line Item Data extraction/validation will not be included in this Statement of Work.
- Repository and Search
 - In Scope:
 - All documents will be stored in an agreed upon folder structure convention, file naming convention and security structure driven by data fields extracted and/or stored against the invoice document.
 - Up to 2 Document types will be configured: Invoice and Supporting Document
 - Up to 15 attributes will be configured per type.
 - Up to 2 Configured Access Control Lists per Department (14 total)
 - Documents may be searched for against the type and 15 attribute types of data extracted and stored in the repository for the invoice or supporting document.
- Workflows & Functions
 - In Scope:
 - Lookup Tables for Approval Assignments
 - Will be included and structured based on thresholds against invoice totals and will be specific to each department. Up to 5 greater-than thresholds and individuals may be assigned per department.
 - A UI for the management of these assignments will be included and will be accessible only by an IWA AP Supervisory Role.
 - Notifications
 - As part of Workflow configuration, email notifications will be sent automatically by the Content Server via SMTP to alert users and/or management based on assigned performers exceeding specified task durations.
 - Total of 7 Departments will be included
 - Up to 4 approval workflows will be developed to include redirection in case of exception.
 - Workflows will be reused to support the model being introduced by County of shared services AP among departments.
 - Duplication of Invoices – Upon export from Captiva to Documentum or within the first workflow step, an automated step to determine if an invoice already exists within the repository will be executed and if the invoice is determined to be a duplicate, it will be sent to the exception flow. This search will be done by developing a predefined unique key among the data included as header data and executing a single query against the metadata stored as invoices in the repository. No external searching for duplication will be done.
 - Approval Authentication – Reauthentication against the password in the system will be required for all invoice approval steps in the workflow which will also be recorded as an audit event.
 - Manual entry of other attributes such as voucher number.
 - Ability to add an ad-hoc step in a running workflow by an authorized non-technical user
- Invoice Coding
 - In Scope:
 - The solution will include coding at the invoice header data level, for the pilot release. This means that for a given invoice, a portion of the total amount of the invoice total can be assigned to multiple department and account combinations. This will be done by the user being able to graphically assign a portion of the total to a given department and account in that department.
 - Account Coding Validation – While making multiple department and account number combinations per the bullet above, validation will occur between department and account numbers to make sure they are valid. This will be done by calling a web service provided by the County which will either provide pre restricted pick lists, or as a validation step after each line is completed or as a validation step after all combinations are entered. Which of these three methods will be used will be determined during iterative design and configuration.
 - Out of Scope
 - Line Item Level coding, although this can be added in future deployments.



- Integrations
 - In Scope:
 - With web services developed by Miami Dade County and being consumed by Documentum or Captiva:
 - From within xCP, a web service will be called to validate a combination of Vendor Name, PO, and/or other invoice header data defined in the data extraction section above. The web service will return the Vendor Number and Department, if the Vendor exists, and store those codes in the Vendor Number and Department metadata fields for the Invoice. If the Vendor number does not exist, an error code will be returned and the workflow will go into an exception state
 - From within xCP, a web service to validate for non-PO invoices: Vendor Name and/or other invoice header data defined in the data extraction section above.
 - Invoice Status and check number – Miami Dade will on a daily basis, export a nightly "list" of updates to invoice statuses, check numbers, disbursement type and check dates from FAMIS with the Invoice Number and Vendor Name and /or Vendor Number and/or Voucher Number as a primary key. EMC will update the statuses of these invoices and their check number and check date metadata values within the repository. The "list" will be structured in that it may be a csv or some other parsable file format OR it may be an update to a registered database table. It will be assumed that the list itself will be free of errors and that the data contained will only include updates to invoices that exist in the repository. Exception handling and validation of incorrect entries posted in the "list" will be limited to recognition that the invoice does not exist in the system, there will be no data transformation, no multi-threading, no back-out processing included as part of the processing within Documentum.
 - Out of Scope:
 - Invoice access and/or display from FAMIS or other external systems.
- Records Retention, Disposition, and Audit Trail
 - In Scope:
 - Up to 3 retention policy objects will be created for invoices and supporting documents, enabled only for active and disposition phases.
 - Includes standard functionality for notification of disposition at the specified retention period using out of the box Retention Policy Services reports for disposition.
 - Audit Trail will be configured against any out of the box document events as agreed to during iterative design. Total number of audit events "turned on" and type of events should be restricted by design to keep system performance.
 - Out of Scope:
 - Any retention policy workflow or lifecycle functionality.
 - Any programmatic assignment of event date or cutoff date.
 - No file plan, policy or procedure development.
- Reports/Metrics
 - In Scope:
 - Configure up to 4 BAM Dashboards which include data on the activity of individual Roles/Users and Groups/Departments. Typically by:
 - Time – Avg Processing Time through flow, Filterable by date
 - Value --
 - How many processed by User,
 - How many through Department
 - How many through at a certain total or between given total threshold.
 - Configure up to 4 Crystal Reports that contain data listed above, in more static layouts but can include grouping, totaling, and export not available in dashboards.
 - Client Side Crystal Reports, although not Miami standard, comes with the software purchase and is the most direct way to train Miami staff in reporting from Documentum such that eventually they can enable Cognos.



- Configurations of both Dashboards and Crystal Reports will have no more than three iterations of development, changes, or "tweaks".
- Out of Scope:
 - Cognos Integration/rework will not be executed in this Statement of Work.

Resources and Hours:

- EMC IWA AP Configuration staff team will include the Application Architect (Architect). for leading bug fixing and coordination of classification of enhancement as well as the application developer for bug fix help and the Technical Lead (Architect) for coordinating Change Control meetings.
 - Approximately 2-3 weeks for the primary Application Architect (Architect).
 - Approximately 1 week for the Application Developer (Senior Consultant).
 - Approximately 1 week from Technical Lead (Architect).
- County Staff will include IWA AP SME team, and the Departmental Representative SME team
 - Approximately 1.5 weeks for the IWA AP staff SME team to participate in UAT testing.
 - Approximately 1 week for each of the Departmental Representatives staff SME team to participate in UAT testing.

Assumptions:

- Out of the Box– Miami Dade county intends to implement detailed requirements and design of application functionality in a largely "vanilla" fashion, limiting customizations in favor of functionality available via configuration as a means of maintaining upgradability and supportability with the Documentum suite for future upgrades and ongoing EMC support.
- Integrations –
 - EMC will not develop any web services integrating with FAMIS or any other County system in this scope of work. All web services development and testing will be done by County staff.
 - Web services may be consumed by calls from within xCP or Workflow configurations but those will be limited to the scope identified in the Integrations section above.
 - All Web Services meant to be consumed by the Captiva Scanning product portion of the solution will be Windows WCF web services, as a best practice for out of the box configuration.
- Scanning
 - EMC does not guarantee any level of success or percentage read rate on Free Form or custom vendor templates.

Acceptance Criteria:

- Execution and signoff of IWA AP UAT Test Plan document including all test cases for the test environment.

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
7	IWA AP Testing Complete	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 8 – IWA AP Production Deployed

IWA AP Production Deployed Description:

This Milestone will include the final deployment and system test of the IWA AP application from the Test environment to Production.

Activities:

- Deploy IWA AP Application from Test to Production – Following the signoff of the Test Complete milestone, the application will be ready for deployment to Production. ETSD and EMC Infrastructure staff will deploy to production using the Deployment Guide Document as an instruction guide. This will serve for County for future deployments to Production as well.

Deliverables:

- Deployed IWA AP Application on Production Environment – An internal System test will be executed by the EMC Application Configuration team to ensure complete transfer of functionality to the Production Platform.

Resources and Hours:

- EMC staff team will include the Infrastructure Architect (Architect) for deploying the application as well as the Application Architect for conducting a system test
 - Approximately 1 week for the primary Application Architect (Architect).
 - Approximately 1 week for the primary Infrastructure Architect (Senior Consultant).
 - Approximately 1 week from Technical Lead (Architect).
- ETSD Staff will include Network, OS, Database, and Application Server team participation on an as needed basis, as well as the dedicated Documentum Administrator resources for the entire milestone period.
 - Approximately 1 week for dedicated ETSD Documentum Administrator staff,
 - Approximately 2 days total combined effort for remaining ETSD specialist efforts

Assumptions:

- Deployment
 - Deployment to the Test platform from Development and to the Production platform from Test will both be done using manual instructions in this Statement of Work. No automated scripts will be written or supported during this initial scope of work to compile, transfer files or modify configuration details. After this Statement of Work, automation of deployment can be done, but as a best practice this should be done after the details, issues, and dependencies of repeated manual deployments reveal the requirements to automate in the County environment.

Acceptance Criteria:

- Execution of the IWA AP Deployment Document in the production environment.

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
8	IWA AP Production Deployed	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



Milestone 9 – IWA AP Production Deployed + 1 Week

IWA AP Production Deployed + 1 Weeks Description:

Activities:

- Providing as needed support for the implementation for up to one week.

Deliverables:

- **Infrastructure Administration Guide** -- Limited to 10 functions -- Administrative functions, non-installation or deployment related, for system administrators (eg, create a new user, create a group, etc)]

Resources and Hours:

- EMC staff team will include the Infrastructure Architect (Architect).for developing the Infrastructure Administration Guide.
 - Approximately 1 week for the primary Infrastructure Architect (Architect).

Assumptions:

- Extent of Documentation
 - Administration Guide Document will be limited to day to day administrative or maintenance tasks.
 - Will not include larger topics such as detailed designs of HA configurations to achieve uptime goals or complete disaster recovery plans.

Acceptance Criteria:

- Review and Signoff of Infrastructure Administration Guide

Milestone	Deliverables	Acceptance Criteria	Acceptance Process
9	IWA AP Production Deployed +1 Week	See above listed acceptance criteria.	The Deliverable will be accompanied by the Milestone Acceptance Certificate and is executed by the Customer project manager upon delivery. The acceptance criteria listed above constitute the entire basis for accepting or rejecting this milestone. Refer to Section 8, Acceptance of Deliverables, for the detailed acceptance process.



4. Project Approach

EMC Information Intelligence Group Consulting employs a proprietary ECM Project Delivery Methodology (EPDM) which provides a comprehensive, scalable and repeatable approach to delivering content management solutions. This methodology leverages globally accepted project management best practices and EMC's unique content management expertise to deliver efficient and cost-effective Documentum solutions.

Management and Governance

Throughout the course of the project, the Controlling phase, the EMC Project Manager will proactively manage and control the scope, budget, risks of the project as well as direct the work of the EMC resources. These tasks will be performed in concert with the Miami Dade County Project Manager or Sponsor.

The Information Intelligence Group Regional Delivery management team will provide regular delivery oversight and become actively engaged should the occasion arise that senior management is required to resolve issues that cannot be resolved by the project team on the ground.

Engagement Coordination

Activities:

1. Provide overall engagement coordination, project status, change control, scope, risk, communication, schedule, issue, budget and deliverable management for activities as defined in this proposal.
2. An initial kick-off and startup period / effort are included as part of this deliverable.
 - a. This will include a series of meetings with Miami Dade County personnel to review the overall objectives, scope, and project plans to ensure a successful startup of the effort and establish a working project plan.

Deliverables:

1. Engagement coordination and facilitation
2. Planning, managing and leading the work activities of the project team
3. Project kickoff
4. Status reporting
5. Meeting facilitation
6. EMC resource coordination



5. Cost and Fee Schedule

Fees and Expenses:

The table below provides the detailed milestone billing deliverables and amounts due Contractor in accordance with Price Schedule. The process for accepting deliverables and milestones is outlined below in section 8.

Payment Schedule:

Contractor's payments of the amounts identified on Table B1 of the Price Schedule will be authorized upon completion of the following Milestones, Acceptance of the following Deliverables:

Milestone	Deliverable(s)	Professional Services Fees Due	Software Fees Due	Year 1 Support and Maintenance Fees Due	Total
1	Project Kickoff and Base Software Installation	\$77,941.40	\$255,827.00	\$54,413.00	\$388,181.40
2	COLD and Kofax Demonstration	\$77,941.40	N/A	N/A	\$77,941.40
3	Test Environment Failover Test	\$77,941.40	\$255,827.00	\$54,413.00	\$388,181.40
4	Production Environment Failover Test	\$77,941.40	\$255,826.00	\$54,413.00	\$388,180.40
5	Deliver IWA AP Design Document	\$134,683.48	N/A	N/A	\$134,683.48
6	IWA AP Testing Start	\$77,941.40	N/A	N/A	\$77,941.40
7	IWA AP Testing Complete	\$77,941.40	N/A	N/A	\$77,941.40
8	IWA AP Production Deployed	\$77,941.40	\$85,276.00	\$18,139.00	\$181,356.40
9	IWA AP Production Deployed + 1 weeks	\$77,941.40	N/A	N/A	\$77,941.40
Total per Milestones		\$758,214.68	\$852,756.00	\$181,378.00	\$1,792,348.68
	Training Fees due pursuant to payment schedule in Section 11 below and payment terms as stated in Article 15.5 of the Contract	N/A	N/A	N/A	\$125,720.00
	Year 2 Support and Maintenance Fees Due	N/A	N/A	N/A	\$181,378.00
TOTAL FOR INITIAL TERM:					\$2,099,446.68



6. Exhibit I – Deliverable Sign-off Document

<i>Project Information</i>		
Dept. ACR-IT Service	Project: ECMS	
Project Manager: County Project Manager	Ext:	
Requested by: County Project Manager	Ext:	
STATEMENT OF WORK: STATEMENT OF WORK Reference		
<i>Project Deliverable Description</i>		
Due Date:	Task#:	Deliverable#:
Deliver to:		
Resource(s) Responsible:		
Deliverable Description:		
<i>Deliverable Review</i>		
Review Signatures:	Date:	Comments:
<i>Deliverable Approval</i>		
Approval Signatures:	Date:	Comments:



Project Organization

Information Intelligence Group Consulting will staff this engagement with appropriately skilled resources. The staffing process will occur once this Statement of Work has been approved. Information Intelligence Group Consulting will insure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement. The following descriptions characterize the roles and responsibilities of each EMC project participant.

Resource	Description
Architect	Takes the lead in process design/redesign, solution architecture design, infrastructure design and planning, acceptance testing, and maintenance strategy development. Lead and participate in application customizations and technical implementations using structured techniques.
Senior Architect	Takes the lead in process design/redesign, solution architecture design, infrastructure design and planning, acceptance testing, and maintenance strategy development. Lead and participate in application customizations and technical implementations using structured techniques. A Senior Architect may engage independently with the client to provide architectural advice and oversight, or may participate on the project team as a senior technical lead.
Consultant	Works under the supervision of the project manager and with technical guidance from the Architect. This role engages with the client on requirement definition, solution feature mapping, solution design, infrastructure analysis, and acceptance testing.
Senior Consultant	Works under the supervision of the project manager and with technical guidance from the Architect. This role engages independently with the client on requirement definition, solution feature mapping, solution design, infrastructure analysis, and acceptance testing. A Senior Consultant takes the lead in defining the details of the upgrade path and also execution of the upgrade steps.
Practice/Delivery Manager	Serves as a customer contact and overall company customer interface relationships for defined scope of work to ensure responsiveness. Provides technical and/or business consultative leadership functions. Maintains awareness of existing or potential customer escalation issues, and provide command/control and timely updates.

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7. Fee and Timeline Considerations

The engagement referenced by this Statement of Work will be delivered on a **Fixed Fee** basis.

The cost provided herein is based solely on the resources assigned to the project and does not include the cost of client personnel who will also be involved in the project or of related software or hardware.

Project delays resulting from customer owned software or hardware issues may result in additional fees should the timeline of the project be impacted by these delays.

The cost herein is based on providing the deliverables as described in this Statement of Work. Changes to the activities, deliverables and/or assumptions will require a revised price quote.

The cost herein does not include system administration activities such as the creating user accounts; adding users to groups, managing attribute lookup data, etc. These activities can be negotiated as part of a separate support agreement.

Information Intelligence Group Consulting will staff this engagement with appropriately skilled resources. The staffing process will occur once this Statement of Work has been approved. Information Intelligence Group Consulting will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.

Participants in the Knowledge Transfer sessions have previously been involved in the appropriate requirements and/or development engagement activities, and have received the prerequisite Documentum product fundamentals training appropriate to their business role.

Assumptions and Constraints

In addition to the specific assumptions detailed with each Work Package above, the project scope, timeline and fees outlined in this document are based on the following assumptions:

1. Miami Dade County will provide a project sponsor that will be available to EMC on an as-needed basis during the project.
2. This implementation will utilize only out of the box functionality for all products installed. No product customizations are expected, however should any customizations be required, a formal change request will document the approach, design and expected level of effort.
3. EMC will have access to necessary infrastructure support personnel including system and database administrators.
4. Any changes in project scope may impact the estimated timeline and fees.
5. Miami Dade County will ensure that all passwords, systems access, knowledgeable technical personnel, and subject matter experts are available to EMC as needed to complete this engagement.
6. EMC will provide standard templates and mechanisms for performing System and user acceptance testing. Any changes to our standard approach will require a review of the project schedule and fees. Miami Dade County will be responsible for overall testing and test documentation.
7. During the course of this engagement, Information Intelligence Group Consulting will work very closely with the Customer's program management and technical staff. Continued access to key staff members and rapid review of deliverables is vital to the successful completion of the project. **The Customer must ensure that required staff is available on a priority basis to the project team throughout the engagement period.**
8. The Customer will provide a work area for the consultants while on site. This work area should include access to the network and the relevant servers, printer access, access to the Internet (to support a Virtual Private Network connection) and a working telephone.



8. Acceptance of Deliverables

The County shall determine the acceptability of the deliverable due at each milestone (the "Acceptance Period") as follows.

- Milestone #1 – 7 business day Acceptance Period
- Milestone #2 – 5 business day Acceptance Period
- Milestone #3 – 5 business day Acceptance Period
- Milestone #4 – 5 business day Acceptance Period
- Milestone #5 – 10 business day Acceptance Period
- Milestone #6 – 5 business day Acceptance Period
- Milestone #7 – 10 business day Acceptance Period
- Milestone #8 – 5 business day Acceptance Period
- Milestone #9 – 5-business day Acceptance Period

Except as provided above, the County shall have a period of four (4) business days to determine the acceptability of a deliverable provided by Contractor hereunder (the "Acceptance Period").

The County agrees that all deliverables will be considered complete and successfully delivered based exclusively on demonstration of the Acceptance Criteria for each specific milestone as they are completed and reviewed. At any time within the Acceptance Period but not later than four (4) business days following the end of the Acceptance Period (the "Notice Period"), the County shall (a) provide written notification of acceptance to Contractor or (b) provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the deficiencies of the deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have a commercially reasonable timeframe depending on the severity of the problem to correct the deficiency noted therein and resubmit the deliverable to the County beginning a new Acceptance Period. This process shall not exceed two cycles. If the Milestone Acceptance Certificate is not signed within five (5) business days from the time of the delivery review, the milestone will be considered accepted.

All deliverables will be delivered to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work.

The County will be deemed to have accepted the deliverable(s) upon occurrence of either of the following ("Acceptance"): (a) The County notifies Contractor in writing that the deliverable is acceptable; or (b) The County fails to notify Contractor within the Acceptance Period described above, at which time Contractor is entitled to bill, and receive payment, for the applicable milestone.

ACCEPTANCE PROCESS

EMC shall work in accordance with the listed activities and deliverables contained within this Statement of Work until a milestone is reached. Once a milestone is reached, EMC will deliver to the County a Milestone Acceptance Document. EMC will deliver this acceptance document to the County with a complete description of the milestone, the deliverables included with the milestone and the Acceptance Criteria as illustrated within each section of this Statement of Work. The County will then either signoff on the milestone, or submit in writing a Non-Acceptance notification document as outlined in this Section 8.

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9. Change Order

Either party may propose a change order to this Statement of Work. Change orders affecting this Statement of Work will not be effective until reviewed and approved in writing by Contractor and the County and made part of the STATEMENT OF WORK as an addendum. Contractor will submit to the County an analysis of how the County's proposed changes will affect the current work in terms of schedule and cost estimates. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Statement of Work signed by both parties. In no event shall Contractor be required to perform additional work under this Statement of Work, or the County is required to pay for additional work performed under this Statement of Work without prior written authorization in accordance with this Section 9.

10. Training

EMC Information Intelligence Group Education offers a complete learning solution, providing technical, project and end-user training to maximize your investment in EMC products. The Information Intelligence Group Education team works closely with the Implementation team to provide training at the right time in the project, to the right audience, using the most appropriate training delivery methods. The Information Intelligence Group Education team has both the product knowledge and education expertise to create and deliver a comprehensive training solution. Customers repeatedly confirm that EMC training exceeds their highest expectations and gives them the tools and skills they need to get the most out of their investment. At EMC, we are committed to the training solution and delivery mechanism that works best for you. We offer a variety of delivery approaches and work with you to ensure that the training meets your unique business needs.

Educational programs include:

- Introductory courses for end users and product managers
- Application development courses for programmers and project leads
- System administration classes for database and Docbase™ administrators

EMC Information Intelligence Group Education is dedicated to optimizing our customers' success. We offer an extensive, up-to-date curriculum that spans our entire product line, delivered through state-of-the-art facilities, e-Learning and on-line facilitated distance learning methods.

Education Offerings

EMC offers the following types of training:

Onsite – Classes held at your location can be a cost effective way to train several people requiring the same course. Our Education Services Account Representatives can help you plan on-site training Custom training offerings are also available. For additional fees, we offer options to eliminate classroom setup if requested.

Classroom – skilled instructors, extensive hands-on lab exercises and state-of-the-art training centers create a powerful learning environment.

Live-Online – attend from the convenience of your office or home. Online courses feature all the benefits of live instructor interaction without requiring travel. Most online courses include hands-on hosted lab exercises that require only a browser – no additional software.

Self-Paced – EMC's self-paced, Web-based training curriculum enables you to take training when you want it, where you want it.

Customized Support Options

In addition to Standard Support, EMC offers **Designated Support Engineer** options to meet your business demands. Your account team can help you determine which option is best for you. A Designated Support Engineer offers:



- A designated, product-focused, senior-level, support expert with in-depth knowledge of your EMC product environment
- A single point of contact for fast, effective problem resolution and escalation
- Implementation of a proactive support strategy
- Comprehensive communications, reporting, improvement recommendations
- The ability to tailor your service to meet your specific needs with remote or onsite delivery options

11. Statement of Work – Training

This Statement of Work For Training Services made as of April 25, 2011 (“Effective Date”), is issued between EMC Corporation (“EMC”) and Miami Dade County (“County”) subject to the existing terms and conditions for professional, consulting and/or training services between EMC and County, or, if none, to the then-current, standard EMC “Professional Services Agreement” (in either case, “Agreement”) a copy of which shall be made available upon request. No purchase order or other ordering document which purports to modify or supplement this Statement of Work or the Agreement shall add to or vary the terms herein. In the event of a conflict with the terms of the Agreement, the terms of this Statement of Work shall control.

CUSTOMER INFORMATION			
BILLING INFORMATION		SITE INFORMATION (if different than billing)	
Company:	Miami-Dade County		
Address:		Site Address	
Contact Name:		Setup Contact:	
Phone:		Setup Phone:	
Email:		Setup Email:	
EMC Sales Rep:			

Table 1

SERVICE DESCRIPTION	NUMBER OF STUDENTS	NUMBER OF DAYS	PRICE PER DAY	AMOUNT
Onsite class: <u>xCP Fundamentals</u> – Two tailored 2.5 Day sessions Date: TBD	Up to 15 per session	5	\$6,388	\$31,940
Public class: <u>xCP Advanced</u>	5	4	N/A	\$11,880
Custom Development of web-based course: <u>Task Space End User</u>	unlimited	N/A	N/A	\$25,000
Train the Trainer program: <u>Task Space End User</u>	N/A	2	\$4,600	\$9,200
Onsite class: Tailored class: <u>Input Accel Fundamentals/Dispatcher</u> Date: TBD	10	5	\$5,200	\$26,000
Enterprise license and source code for web-based End User course: <u>Getting Started with Captiva</u>	unlimited	½ day	N/A	\$12,500
Train the Trainer program: <u>Getting Started with Captiva</u>	N/A	2	\$4,600	\$9,200
TOTAL				\$125,720



ADDITIONAL TERMS GOVERNING TRAINING

1. Definitions.

- 1.1. **“Training Materials”** means (i) all EMC software applications distributed to or accessed by Customer for purposes of receiving the Training Services under this Statement of Work and/or (ii) software tools, EMC-owned or leased hardware utilized by EMC in the course of delivering the Training Services; (iii) accompanying technical information related to EMC products or services or those of its third party licensors provided by EMC to Customer during the Training Services in any medium whatsoever, including without limitation, training manuals, business processes, white papers, product configuration and installation instructions, and best practices guidelines (all items in (iii), collectively, **“Training Manuals”**).
- 1.2. **“Training Material Files”** means any electronic source files for non-compiled source files/ web based training for the customization of Training Manuals (**“Source Files”**), runtime files to execute customized Training Manuals (**“Runtime Files”**) or electronic course materials accompanying the Training Services .
- 1.3. **“Training Services”** means those training services listed in Table 1 above or identified by the EMC SKU number in an order attached to this Statement of Work based on the then current EMC training course catalog or website.
- 2. **Agreement to Provide Training Services; Term.** **EMC agrees to provide the Training Services to County subject to the terms and conditions of this Statement of Work and the Agreement.** The Training Services shall commence on the date indicated in Table 1 above or other mutually agreed upon dates, if different, and shall conclude upon completion by EMC of the Training Services or one (1) calendar month from the Effective Date, or (iii) the period during which a license to use Training Materials is in effect, whichever is the latest (**“Term”**). The Training Services shall not commence unless County delivers to EMC a signed copy of this Statement of Work. **EMC reserves the right to change pricing and dates of service if Customer does not execute this Statement of Work within ten (10) calendar days of receipt hereof.**
- 3. **Cancellation Policy.** Training Services cancelled within fifteen (15) business days are subject to a fifty percent (50%) cancellation fee. Cancellations within (5) business days or less are subject to a one hundred (100%) cancellation fee. Cancellation must be submitted in writing. In addition, any travel expenses incurred by EMC in reliance of a schedule (e.g. for airline tickets) will be charged to the Customer.
- 4. **Confidentiality.** Except as expressly stated otherwise in this Statement of Work, information exchanged between the parties in the course of the Training Services, including Training Materials provided by EMC, are subject to the confidentiality and ownership provisions of the Agreement.
- 5. **License Grant.** Only the licenses checked by EMC below shall apply to this Statement of Work:
- 5.1. **ENTERPRISE LICENSING WITH SOURCE FILES.**
 - A. **Use of Training Materials.** Subject to the payment of fees under this Statement of Work and compliance with this Statement of Work and the Agreement, EMC hereby grants County a non-exclusive, limited, non-transferable license to install, modify, reproduce, translate, display, publish to County employees and contractors only, and create derivative works of the Source Files for internal training purposes only. Should County exercise its license to translate or modify the Source Files, County shall ensure the modifications or translations are accurate, and EMC shall not be liable for any damages resulting from County’s inaccuracies with regard to the translation or modifications. County may use the Source Files for so long as County has a valid license to use such EMC product. County may be required to obtain separate third-party licenses in order to exercise the rights granted hereunder.
 - B. **License Exclusions.** County may not: reverse engineer, decompile, disassemble, copy for external distribution, assign, sell, lease, rent, license, sublicense or grant a security interest in all or portion of the Training Materials or Source Files provided to County. County may not utilize the Training Materials or Source Files to replicate or attempt to perform the Training Services on behalf of any third party other than Customer’s employees and contractors, or to develop or attempt to develop any of the software products described in the Training Materials or Training Material Source Files for County employees or any other third party.
- 6. Rights not granted in this Statement of Work are reserved and prohibited. All Training Materials and Training Material Files are the proprietary and confidential information of EMC and its third party licensors, and County is expressly forbidden from disclosing or transmitting the Training Materials, in whole or part to any third party without the prior written consent of EMC.
- 7. The Training Materials and Training Material Files are protected by copyright laws, international treaties, and trademark, trade secret, patent and other intellectual property laws. No right, title or interest is granted to either party’s intellectual property as a result of the provision of the Training Services except as stated herein.
- 8. **Warranty.**



- 8.1. EMC shall perform Training Services in a workmanlike manner in accordance with generally accepted industry standards. County must notify EMC of any failure to so perform within five (5) days after the date on which such failure first occurs. EMC's entire liability and County's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) use reasonable effects to correct such failure, and/or (ii) terminate the applicable Statement of Work and refund that portion of any fees received that correspond to such failure to perform.
- 8.2. **Disclaimer And Exclusions:** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, EMC PROVIDES TRAINING SERVICES, TRAINING MATERIALS AND TRAINING MATERIAL FILES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. TRAINING MATERIALS AND TRAINING MATERIAL FILES ARE SPECIFICALLY NOT SUBJECT TO MAINTENANCE AND SUPPORT.

This signed Statement of Work represents the County's irrevocable, non-refundable commitment to pay for the Training Services and associated expenses specified herein. If County does not have existing Training Credits and a Purchase Order is not received prior to delivery, County and EMC agree to accept this Statement of Work in lieu of a purchase order.

MIAMI DADE COUTNY	EMC CORPORATION
By:	By:
Name:	Name: Ed Lecco
Title:	Title: Senior Manager EMC IIG Education Services, Americas
Date:	Date:

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12. Statement of Work Short Form

The Statement of Work Short Form appears on the subsequent pages of this Statement of Work. It must be completed in its entirety, signed and submitted, along with the referenced terms and conditions and purchase order documentation, before any consulting services may be staffed or scheduled.

STATEMENT OF WORK
BETWEEN EMC CORPORATION AND MIAMI DADE COUNTY

Form containing sections: CUSTOMER INFORMATION, BILLING INFORMATION, SITE INFORMATION, WORK DESCRIPTION, FEES AND SCHEDULE. Includes fields for Job Number, Delivery Manager, Account Manager, Solution Principal, Company, Address, Contact, Phone, Fax, E-mail, and a table for labor and travel fees.

EMC Corporation:

MIAMI DADE COUNTY:

By: _____
Printed: _____
Title: _____
Date: _____

Note: Please fax this completed document along with your P.O. (check the appropriate box(es) in the shaded area on the next page regarding your P.O. policy) to the attention of:

EMC Information Intelligence Group Consulting
Jimmy Prince Solutions Principal
801 469 6815 (Fax)



PAYMENT:

The following represents Customer's irrevocable (except as expressly provided in item 5 below) commitment to pay for the Consulting Services and associated expenses specified herein.

Purchase Order No. _____

which is attached to this Statement of Work.

It is the Customer's standard corporate policy not to issue a hardcopy of the purchase order.

It is Customer's standard corporate policy to not issue purchase orders. Please accept this Statement of Work in lieu of a purchase order.

TERMS AND CONDITIONS:

The consulting services described herein are provided by EMC to Customer pursuant to the terms and conditions of the:

Software End User License Agreement between EMC and _____ dated

OR

Professional Services Agreement between EMC and Customer dated

_____ ; OR

Personal Services Contract between EMC and Customer dated <INSERT

DATE HERE>.

If a conflict arises between the agreement identified above and this STATEMENT OF WORK, then the agreement shall take precedence.

1. **Payment Terms:** Unless otherwise agreed by parties in writing, Consulting Services will be provided on a FIXED FEEPLUS ACTUAL EXPENSES BASIS.
2. **Validity:** This STATEMENT OF WORK is valid for a period of sixty (60) days from contract execution. If this STATEMENT OF WORK is signed by Customer after the expiration date, then performance of the consulting services will be at the then current list prices. The consulting services must commence within sixty (60) days of signature of this STATEMENT OF WORK by Customer, otherwise the performance of the consulting services will be at the then current list prices. The parties agree to set forth in writing, signed by the parties, such additional fees, as applicable.
3. **Invoicing:** Invoices will be generated monthly. Payment is due to EMC within 30 days of invoice date.
4. **Travel:** The consulting fee estimates provided herein do not include any miscellaneous expenses, including travel and per diem. Customer will be charged for actual travel and out-of-pocket expenses incurred.
5. **Cancellation Policy:** In the event Customer desires to cancel the consulting services set forth in this STATEMENT OF WORK, then Customer shall notify EMC in writing (which shall include via email). If Customer cancels the consulting services set forth in this STATEMENT OF WORK less than five (5) days prior to the scheduled start date, Customer will be subject to a cancellation fee equal to two (2) weeks planned work effort of each assigned individual and payment of any expenses associated with cancellation including, but not limited to, airline tickets and hotel. In the event Customer desires to postpone delivery of the consulting services set forth in this STATEMENT OF WORK, then Customer shall notify EMC in writing (which shall include via email). If Customer postpones the consulting services set forth in this STATEMENT OF WORK less than five (5) days prior to the scheduled start date, Customer will be subject to a postponement fee equal to two (2) days planned work effort of each assigned individual and payment of any expenses associated with cancellation including, but not limited to, airline tickets and hotel.
6. **Additional Work:** The inclusion of any functionality and/or services by EMC Consulting Services that are beyond the scope of activities described in this Statement of Work justifies supplementary negotiable service fees and may adversely affect the delivery timelines. Any changes to the scope of work will be set forth in writing, via a change order, and signed by both parties. Unless otherwise agreed to in writing by the parties, Consulting Services will be performed during EMC's normal business hours (Monday through Friday, 8:00am to 6:00pm local time, excluding holidays). Delays in the project schedule may result in additional fees and expenses which will be detailed in writing via a change order and signed by both parties. Services performed outside of normal business hours may be subject to an additional charge, see Pricing Notes in the proposal.

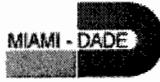


Exhibit B Price Schedule



PRICE SCHEDULE

ENTERPRISE CONTENT MANAGEMENT SOLUTION WITH CUSTOMIZABLE WORKFLOW CAPABILITY

A. TOTAL PRICE FOR THE INITIAL TWO (2) YEAR TERM: \$2,099,446.68

B. BREAKDOWN OF TOTAL PRICE

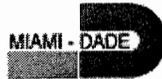
DESCRIPTION	Product ID #	ECM PRICE (A)	IWA PRICE (B)	EXTENDED TOTAL (A+B)
Software License Fee – Table B1 (Please provide detailed cost breakdown below)	See detail below	\$766,218	\$86,538	\$852,756
Professional Services and Travel (please see Exhibit A for Statement of Work)	See Statement of Work			\$758,214.68
Training – Table B2 (Please provide detailed cost breakdown below)	CE-DCTMDEFR	\$78,020	\$47,700	\$125,720
Maintenance and Technical Support Service Fees (Initial Contract Term)				
EMC Basic Maintenance and Technical Support Service Fees Year 1	M-BASSWD-002			\$142,750
EMC Basic Maintenance and Technical Support Service Fees Year 2	M-BASSWD-002			\$142,750
*Informative Graphics Basic Maintenance and Technical Support Fees Year 1	BP-DCTMIT-MF, BP-DCTMS-M, BP-DOCFILT-M, RIEDTM-M			\$38,628
*Informative Graphics Basic Maintenance and Technical Support Fees Year 2	BP-DCTMIT-MF, BP-DCTMS-M, BP-DOCFILT-M, RIEDTM-M			\$38,628
Total Price:				\$2,099,446.68

***For year 2 EMC will provide one maintenance invoice to Miami Dade County for the EMC and Informative Graphics software modules.**

TABLE B1: PRICE BREAKDOWN FOR SOFTWARE SOLUTION						
Software ,Version included	Product and Name modules	License Type Explain type of user license provided. (User/Site/Concurrent, etc.)	Product ID #	Unit Price	Quantity / Two-year users	Total (Unit Price x Quantity)



Documentum Platform Bundle (Version 6.6) Includes the following modules: -Content Server -Documentum Administrator -Developer Studio -Read-Only Client -Federated Search Services -Content Intelligence Services -Content Services for EMC Centera	Named User	457-100-356	N/A	Not to exceed 7000 users	\$159,800
Documentum Trusted Content Services (Version 6.6)	Named User	457-100-416	N/A	Not to exceed 7000 users	\$35,904
Documentum xCP User Bundle (Version 1.5) Includes the following modules: -Process Engine -TaskSpace -Documentum Forms User -Document Image Services -Business Activity Monitor -Process Integrator	Named User	457-100-286	N/A	Not to exceed 7000 users	\$335,920
Documentum xCP Designer Bundle (Version 1.5) Includes the following modules: -Process Builder -Documentum Forms Builder	Named User	457-100-290	\$550	4	\$2,200
Interactive Delivery Services Source Core (Version 6.6)	Per CORE	IDS-SRC-MC	\$1,100	4	\$4,400
Interactive Delivery Services Target Core (Version 6.6)	Per CORE	IDS-TAR-MC	\$550	4	\$2,200
Content Transformation Services Documents Bundle (Version 6.6) Includes the following modules: -Basic and Advanced Document Transformation Services	Per CPU	457-100-578	\$2,750	2	\$5,500
Retention Management (Version 6.6) Includes the following modules: -Retention Policy Services Administrator -Retention Policy Services	Named User	457-100-258	N/A	Not to exceed 7000 users	\$193,732
Captiva Enterprise Server + Adv Recognition 1M PPY Bundle (Version 6 SP2) Includes the following modules:	Volume (pages per year)	457-100-445	\$7,700	1	\$7,700



-Captive Enterprise Server + ADV Recognition 1M PPY -Captive ScanPlus Module -Captive Attended Client -Captive Software Developers Kit -Captive Entrpr Srvr+Adv Recog Test/DRS 100K PPY -Captive Enterprise Svr+Adv Recog 1M PPY Lic Sol -Captive Export for EMC -Process Developer -Administrative Console -Reports -Web Services -Multi-Directory Watch (MDW) -Email Import -Image Enhancement -Advanced Recognition Classification (including InputAccel for Invoices Modules) -Advanced Recognition Extraction (including InputAccel for Invoices Modules) -EMC Documentum Advance Export					
Captive ScanPlus Module (Standard) (Version 6 SP2)	Per Device	456-102-273	\$110	1	\$110
Captive Attended Client (Version 6 SP2)	Concurrent User	456-102-275	\$385	10	\$3,850
SELECT Brava for Docs TaskSpace (Version 6.6 / 3 rd Party Product resold via EMC Select	Per User (Evaluation license for 5 users for 90 days)	BP-DCTMIF-F	\$11.71	6800	\$79,660
SELECT Additional Brava Server (Version 6.6/ 3 rd Party Product resold via EMC Select)	Per User (Evaluation license for 5 users for 90 days)	BP-DCTMS	\$1,800	1	\$1,800
SELECT Optional Office Drivers (Version 8.2/ 3 rd Party Product resold via EMC Select)	Per Driver (Evaluation license for 5 users for 90 days)	BP-DOCFILT	\$1,800	2	\$3,600
SELECT Redact-IT Enterprise (Version 6.2/ 3 rd Party Product resold via EMC Select)	Per Site (Evaluation license for 5 users for 90 days)	RIEDTM	\$16,380	1	\$16,380
Total for Software:					\$852,756



TABLE B2 PRICE BREAKDOWN FOR TRAINING			
ECM	Contracted Hours	Hourly Rate	Total (Hours x Rate)
Onsite classes to train 30 participants: xCP Fundamentals (15 per class)	40	\$798.50	\$31,940
Public class to train 5 participants: xCP Advanced	32	\$371.25	\$11,880
Custom Development of web-based course: TaskSpace End User	125	\$200	\$25,000
Train the Trainer program: TaskSpace End User	16	\$575	\$9,200
IWA	Contracted Hours	Hourly Rate	Total (Hours x Rate)
Tailored onsite class to train 10 participants: InputAccel Fundamentals/Dispatcher	40	\$650	\$26,000
Enterprise license and source code for web-based End User course: Getting Started with Captiva	Fixed fee	Fixed fee	\$12,500
Train the Trainer program: Getting Started with Captiva	16	\$575	\$9,200
Total for Training:			\$125,720

C. OPTIONAL PROFESSIONAL DEVELOPMENT SERVICES

TABLE C1: OPTIONAL PROFESSIONAL SERVICES – IWA SUPPORT	
Task	Proposed Hourly Rate*
IWA Post Production Support – Senior Consultant	\$251.55

*Rate inclusive of all travel related expenses

TABLE C2: OPTIONAL PROFESSIONAL SERVICES	
Task	Proposed Hourly Rate*
Senior Consultant	\$251.55
Project Manager	\$292.50



Architect	\$263.25
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*Rate inclusive of all travel related expenses

D. OPTIONAL YEARS TO RENEW (OTR) FEES

Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Table D 1 below.

D1. OTR MAINTENANCE AND SUPPORT SERVICE FEES

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 – Basic Maintenance and Technical Support Service Fees (Years 3 and 4)		\$362,756
Basic Maintenance and Technical Support Service Fees - Contract Year 3	\$181,378	
Basic Maintenance and Technical Support Service Fees - Contract Year 4	\$181,378	
OTR 2 - Maintenance and Technical Support Service Fees (Years 5 and 6)		\$362,756
Basic Maintenance and Technical Support Service Fees - Contract Year 5	\$181,378	
Basic Maintenance and Technical Support Service Fees - Contract Year 6	\$181,378	
OTR 3 - Maintenance and Technical Support Service Fees (Years 7 and 8)		\$362,756
Basic Maintenance and Technical Support Service Fees - Contract Year 7	\$181,378	
Basic Maintenance and Technical Support Service Fees - Contract Year 8	\$181,378	

D2. ADDITIONAL SOLUTION SOFTWARE LICENSES

DESCRIPTION	LICENSE FEE PER USER
Additional ECM Software License	Fees shall be in accordance with Article 6.3
Additional IWA Software License	Fees shall be in accordance with Article 6.3
Additional Capture License for IWA	Fees shall be in accordance with Article 6.3

E. OPTIONAL FUNCTIONALITIES AND RELATED SERVICES

E1. OPTIONAL ECM FUNCTIONALITIES AND RELATED SERVICES



OPTIONAL EMC DESCRIPTION	(A) PROFESSIONAL SERVICES PRICE	(B) PRODUCT PRICE	(A +B) EXTENDED TOTAL	MAINTENANCE SUPPORT FEE YEAR 1	MAINTENANCE SUPPORT FEES AFTER YEAR 1
GIS Integration (Section 2.13.1: requirements 369, 370, 374)	TBD	3 rd Party product from Trinity Technologies that is resold via EMC Select. The software estimate is \$200,000 and the product name is Trinity Geo ISE (product ID # TT-10-01)	\$200,000	\$40,000	\$40,000
AutoCAD Integration (Section 2.13.1: requirements 371, 372, 373)	TBD	3 rd Party Product from Trinity Technologies that is resold via EMC Select. The software is sold @\$650 per user + \$25,000 per server, and the product name is Trinity CADsuite (product ID # is SW-01-01) The total price can't be determined at this time as we do not know the # of AutoCAD users needed to integrate with Documentum.	TBD	20% of license fees	TBD
Document Selection (Section 2.13.1: requirements 375, 376, 380, 382)	\$ 25,200	\$8,000 (estimate for 100 users) Product Name is Physical Services Module (product ID is 457-100-272)	\$33,200	\$1,520	\$1,520
Microfilm / Microfiche Archiving (Section 2.13.1: requirements 377 – 379)	\$ 94,500	N/A (customization)	\$ 94,500	N/A (customization)	N/A (customization)
PKI Security (Section 2.13.1: requirement 381)	\$ 5,400	N/A (included in the Content Server)	\$ 5,400	N/A (included in the Content Server)	N/A (included in the Content Server)
Integrate with other ECM repositories (Section 2.13.1: requirement 383)	\$ 37,800	N/A (included with Federated Search)	\$ 37,800	N/A (included with Federated Search)	N/A (included with Federated Search)
COLD (Section 2.13.1: requirements 384 – 396)	TBD	/ 3 rd Party product from Crawford Technologies that is resold via EMC Brokerage. The software estimate is \$157,625		\$39,407	\$39,407
Web Content Management (Section 2.13.1: requirements 397 – 407)	EMC partners with FatWire and SDL Tridion for Web Content Management and those products must be procured directly from those respective companies.	EMC partners with FatWire and SDL Tridion for Web Content Management and those products must be procured directly from those respective companies.	EMC partners with FatWire and SDL Tridion for Web Content Management and those products must be procured directly from those respective companies.	EMC partners with FatWire and SDL Tridion for Web Content Management and those products must be procured directly from those respective companies.	EMC partners with FatWire and SDL Tridion for Web Content Management and those products must be procured directly from those respective companies.



OPTIONAL EMC DESCRIPTION	(A) PROFESSIONAL SERVICES PRICE	(B) PRODUCT PRICE	(A +B) EXTENDED TOTAL	MAINTENANCE SUPPORT FEE YEAR 1	MAINTENANCE SUPPORT FEES AFTER YEAR 1
Reveille Monitoring Software	TBD	3 rd Party product that is resold via EMC Select. The software estimate is \$201,750.	\$201,750	\$40,350	\$242,100
SharePoint Integration with Documentum	TBD	Product name is myDocumentum and includes the following modules: -MyDocumentum for MS Outlook -MyDocumentum for SharePoint -MyDocumentum for Desktop -MyDocumentum Offline -Repository Services for SharePoint. The price is \$143 per named user	TBD	19% of NET license fees for BASIC Support	TBD
Migrate Folio Library described in Appendix II	\$ 72,000	N/A (customization)	\$ 72,000	N/A (customization)	N/A (customization)
Migrate Personnel Library described in Appendix II	\$ 90,000	N/A (customization)	\$ 90,000	N/A (customization)	N/A (customization)
Migrate Permit Library described in Appendix II	\$ 63,000	N/A (customization)	\$ 63,000	N/A (customization)	N/A (customization)
Create the Web Service described in Appendix II	\$ 22,500	N/A (customization)	\$ 22,500	N/A (customization)	N/A (customization)
Total Price for Optional Items:	\$ 410,400	\$567,375	\$977,775	\$121,277	\$121,277

E2. OPTIONAL IWA FUNCTIONALITIES AND RELATED SERVICES

OPTIONAL IWA DESCRIPTION	(A) PROFESSIONAL SERVICES PRICE	(B) PRODUCT PRICE	(A +B) EXTENDED TOTAL	MAINTENANCE SUPPORT FEE YEAR 1	MAINTENANCE SUPPORT FEES AFTER YEAR 1
Create voucher in FAMIS (Section 2.13.2: requirement 408)	\$ 4,500	N/A (customization)	\$4,500	N/A (customization)	N/A (customization)
Use FAMIS approval tables for workflow paths (Section 2.13.2: requirement 409)	\$ 4,500	N/A (included in the Documentum XCP user bundle)	\$4,500	N/A (included in the Documentum XCP user bundle)	N/A (included in the Documentum XCP user bundle)
Invoice matching (Section 2.13.2: requirement 410)	\$ 1,125	N/A (included in the Documentum XCP user bundle)	\$1,125	N/A (included in the Documentum XCP user bundle)	N/A (included in the Documentum XCP user bundle)

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OPTIONAL IWA DESCRIPTION	(A) PROFESSIONAL SERVICES PRICE	(B) PRODUCT PRICE	(A +B) EXTENDED TOTAL	MAINTENANCE SUPPORT FEE YEAR 1	MAINTENANCE SUPPORT FEES AFTER YEAR 1
Collaboration to manage invoice exceptions (Section 2.13.2: requirement 411)	\$ 33,750	N/A (included in the Documentum XCP user bundle)	\$33,750	N/A (included in the Documentum XCP user bundle)	N/A (included in the Documentum XCP user bundle)
Validation and pre-filling of form fields (Section 2.13.2: requirement 412)	\$ 4,500	N/A (included in the Documentum XCP user bundle)	\$4,500	N/A (included in the Documentum XCP user bundle)	N/A (included in the Documentum XCP user bundle)
Integration with PeopleSoft (Section 2.13.2: requirement 413)	\$ 9,900	N/A (included in the Content Server)	\$9,900	N/A (included in the Content Server)	N/A (included in the Content Server)
Invoice capture in electronic format (Section 2.13.2: requirement 414)	\$ 4,500	N/A (included with Captiva Enterprise Server)	\$4,500	N/A (included with Captiva Enterprise Server)	N/A (included with Captiva Enterprise Server)
Vendor self-service invoice entry (Section 2.13.2: requirement 415)	\$ 45,000	N/A (customization)	\$ 45,000	N/A (customization)	N/A (customization)
PO-Flip (Section 2.13.2: requirement 416)	\$ 40,500	N/A (customization)	\$ 40,500	N/A (customization)	N/A (customization)
Invoice upload through the web (Section 2.13.2: requirement 417)	\$ 40,500	N/A (customization)	\$ 40,500	N/A (customization)	N/A (customization)
Vendor portal (Section 2.13.2: requirement 418)	\$ 33,750	N/A (customization)	\$ 33,750	N/A (customization)	N/A (customization)
Validate for duplicate invoices against FAMIS (Section 2.13.2: requirement 419)	\$ 4,500	N/A (included with Captiva Enterprise Server)	\$4,500	N/A (included with Captiva Enterprise Server)	N/A (included with Captiva Enterprise Server)
Capture receiving documents (Section 2.13.2: requirement 420)	\$ 4,500	N/A (included with Captiva ScanPlus Module)	\$ 4,500	N/A (included with Captiva ScanPlus Module)	N/A (included with Captiva ScanPlus Module)
Create electronic image of purchase orders (Section 2.13.2: requirement 421)	\$ 6,750	N/A (included with Captiva ScanPlus Module)	\$ 6,750	N/A (included with Captiva ScanPlus Module)	N/A (included with Captiva ScanPlus Module)
Create electronic image of payment documents (Section 2.13.2: requirement 422)	\$ 6,750	N/A (included with Captiva ScanPlus Module)	\$ 6,750	N/A (included with Captiva ScanPlus Module)	N/A (included with Captiva ScanPlus Module)
Enhance image quality (Section 2.13.2: requirement 423)	\$ 900	N/A (included with Captiva ScanPlus Module)	\$ 900	N/A (included with Captiva ScanPlus Module)	N/A (included with Captiva ScanPlus Module)
Total Price:	\$ 245,925	N/A	\$245,925	N/A	N/A



Assumptions for Optional ECM (D-1) and IWA (D-2) Functionalities:

General:

- 1) EMC assumes that all work items listed in table D1 and D2 are additive to the main project to take advantage of project management and technical leadership efficiencies and that the work items are not treated as individual projects in and of themselves.

Migrations:

- 1) EMC assumes that the county staff will execute and maintain monitoring responsibilities for the migrations.
- 2) EMC assumes that all required data elements to complete the migration are contained in the data set and that data related error handling is not required.
- 3) EMC assumes that there are no data manipulations required nor are there image or document manipulations required to complete the migration.
- 4) EMC assumes that the only table data elements required to complete the migration are the tables represented in the RFP and that no other table lookups or joins are required to complete the migration data set.
- 5) EMC assumes that there are no requirements to initiate workflows, apply retention, or apply lifecycles for the data migration.
- 6) EMC assumes that data elements defined in the migration define the folder mapping within the repository
- 7) EMC assumes that the customer will export the data into a delimited file for processing and that the file will contain pointers to the files on the file system.
- 8) EMC assumes that there are no automated restart capabilities or back-out capabilities required of the migration tool.

Integrations:

- 1) EMC assumes that the customer will supply GIS and AutoCad API developers to provide the required GIS and AutoCad development expertise.
- 2) EMC assumes that it will expose web services to provide simple content management functionality for document retrieval, document check in and document checkout.
- 3) EMC assumes that the use of compound or virtual documents is not required for integration purposes.
- 4) EMC assumes that the document request is uniquely identified by data elements provided by GIS or AutoCad. For example, a request by drawing number returns one drawing.

F. OPTIONAL PORT OF MIAMI APPLICATION / INTEGRATION SERVICES

Unless otherwise negotiated by County and Contractor, these time and material rates will remain in effect for the duration of the contract, including any option-to-renew periods. These services will be contracted at the sole discretion of the County

OPTIONAL PORT OF MIAMI SERVICES DESCRIPTION	PRICE
Professional Services – Table E1 <i>(Please provide detailed cost breakdown below)</i>	\$98,560
Interfaces – Table E2 <i>(Please provide detailed cost breakdown below)</i>	NA
Data Conversion – Table E3 <i>(Please provide detailed cost breakdown below)</i>	NA



Training – Table E4 <i>(Please provide detailed cost breakdown below)</i>	\$23,800
Knowledge Transfer	\$10,752
Travel	\$9,800
Additional Costs and Fees <i>(Please list and add additional sheets as necessary)</i>	NA
Professional Services – Table E1 <i>(Please provide detailed cost breakdown below)</i>	\$98,560
Total Price:	\$142,912

TABLE E1: PRICE BREAKDOWN FOR PROFESSIONAL SERVICES

Task	Anticipated Hours	Proposed Rate	Hourly	Total (Hours x Rate)
Requirements Analysis and Design	104	\$224		\$23,296
Product Installation	104	\$224		\$23,296
Configuration of Software	184	\$224		\$41,216
Knowledge Transfer	48	\$224		\$10,752
Other	Description			
Travel				\$9,800
Total for Professional Services:				\$108,360

TABLE E4: OPTIONAL PORT OF MIAMI PRICE BREAKDOWN FOR TRAINING

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
Records Manager/Retention Manager Training for 12 participants	32	\$743.75	\$23,800
Total for Training:			\$23,800

F2. OPTIONAL DEDICATED COUNTY SUPPORT PERSONNEL

The County shall have the option to purchase an Off-Site Designated Support Engineer at a cost of \$90,000 per year. The fees outlined in the table below incorporate the \$90,000 fee as well as required Enhanced Support at 23% of the net Software License fee for EMC (non-third party) licenses. The fees have been divided between the ECM/IWA for the convenience of the County, however, should the County opt to move forward with the purchase of the Off-Site Designated Support Engineer, the County would be responsible for an upfront payment for the total annual cost.



DESCRIPTION	ANNUAL FEE			
	Initial 2-year Contract Term	OTR 1	OTR 2	OTR 3
ECM (Enhanced Support plus DSE)	\$ (year 1) 204,986	\$ (year 1) 204,986	\$ (year 1) 204,986	\$ (year 1) 204,986
	\$ (year 2) 204,986	\$ (year 2) 204,986	\$ (year 2) 204,986	\$ (year 2) 204,986
IWA (Enhanced Support plus DSE)	\$ (year 1) 57,817	\$ (year 1) 57,817	\$ (year 1) 57,817	\$ (year 1) 57,817
	\$ (year 2) 57,817	\$ (year 2) 57,817	\$ (year 2) 57,817	\$ (year 2) 57,817
Total County Personnel Dedicated Support	\$ 525,606 for 2 years	\$ 525,606 for 2 years	\$ 525,606 for 2 years	\$ 525,606 for 2 years