



MIAMI-DADE COUNTY MAINTENANCE AND SUPPORT AGREEMENT

COGENT SYSTEMS SOFTWARE

THIS SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 1st DAY OF NOVEMBER, 2014 (THE "EFFECTIVE DATE") BY AND BETWEEN THE 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 COGENT, INC , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 639 NORTH ROSEMEAD BOULEVARD, BUILDING 1, PASADENA, CA, 91107 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

A. County is the owner of, or has acquired rights to, the Software and Designated Equipment (as defined below).

B. Contractor shall provide the required maintenance and support services for the software and associated designated equipment purchased by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products identified on Appendix "B" with which the County owns or retains the license to operate.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the equipment which are furnished to the County.

1.3 "Projects" and "Services" shall mean enhancements or modifications to the equipment in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.4 "Software" shall mean the computer program(s) licensed by Cogent to the County.

1.5 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the equipment as defined on Appendix "A".

ARTICLE 2. CONTRACT TERM

2.1 The Contract shall become effective on the date set forth above and shall be for duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis.

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

2.3 Notification. The County will notify the Contractor in writing of the extension no less than ninety (90) days prior to the effective date of any extension. This Contract may be further extended beyond the initial one



hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners if necessary.

ARTICLE 3. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with the following support and maintenance services:

3.1 Telephone Support. For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time, excluding Cogent holidays).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time, excluding Cogent holidays).
- c) Level C: Response within the next working day (Monday - Friday, 8a.m. until 5 p.m. local time, excluding Cogent holidays).

3.2 Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth in clause 3.1 above and the response times indicated therein are applicable.

3.3 Subject Matter of Support Services. The subject matter is any problems related to the Cogent Software.

ARTICLE 4. MAINTENANCE AND SUPPORT FEES

4.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on Appendix "A" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis as defined in Appendix "B" Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's written approval of this Contract shall be at the Contractor's risk and expense, and Contractor shall have no obligation to perform such services until such written approval is provided to Contractor.

4.2 Fixed Pricing. Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof; provided further, that in the event that the County shall exercise any option to extend, the fees payable to Contractor for such period(s) of extension shall be separate and apart from the base period compensation set forth in Article 5.1.

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



4.4 Payments. 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 Appendix "A".

ARTICLE 5. PAYMENT/AMOUNT

5.1 The total maximum compensation for the initial term of this Agreement, including all Software Products and Maintenance and Support Services, shall not exceed the amount of One Hundred and Twenty Thousand Two Hundred and Eighty Dollars (\$120,280.00). The County shall have no obligation to pay the Licensor any additional sums in excess of this amount, unless agreed to in writing by both the County and the Licensor.

5.2 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's 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 2-8.14 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later 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
Human Resources Department
111 NW 1st Street, Suite 2110
Miami, FL 33128

Attention: Susana Ramirez-Lapp

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

ARTICLE 6. CONFIDENTIALITY

6.1 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Contractor 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 equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, sub-consultants or suppliers for any purpose other than for the benefit of the County, unless required by law.



- b) In addition to the foregoing, all County employee information and 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, sub-consultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

6.2 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, sub-consultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub-consultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

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

6.4 Survival. Licensee's obligations under this Article 5 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 7. WARRANTIES

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

7.2 Limited Warranty. Contractor represents and warrants to the County that the Equipment and associated software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Contractor's then-current Documentation.

7.3 Limitations. Notwithstanding the warranty provisions set forth in Section 6.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Designated Equipment 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 Equipment which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 8. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Contractor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies Institution in writing of any claim and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Contractor's opinion is likely to become the subject of such a claim, the Contractor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Equipment (ii) modify or replace the Equipment to make it noninfringing, or (iii) refund the fees paid, upon return of the Equipment. Contractor shall have no liability regarding any claim arising out of: (i) use of the Equipment in combination with non-County software or data if the infringement was caused by such use or

combination, (ii) any modification or derivation of the Equipment not specifically authorized in writing by the Contractor or (iii) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND THE EXCLUSIVE REMEDY FOR THE COUNTY RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

ARTICLE 9. DEFAULT AND TERMINATION

9.1 Termination. 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.

- a) 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.
- b) 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.

9.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by providing thirty (30) day written notice to the Contractor and in such event:

- a) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

9.3 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 14 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

9.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

9.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 10. NOTICES



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

(1) To the County Project Manager:

Miami-Dade County
Human Resources Department
111 NW 1st Street, Suite, 2110
Miami, FL 33128-1974
Phone: (305) 375-4734

Attention: Susana Ramirez-Lapp

and to the Contract Manager:

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

Phone: (305) 375- 2356
Fax: (305) 375- 5688
E-Mail: Dakota@miamidade.gov

Attention: Dakota Thompson

(2) To the Contractor

Cogent, Inc.
639 North Rosemead Boulevard
Pasadena, CA 91107

Phone: (626) 325-9600
Fax: (626) 325-9700
E-mail:

Attention: Counsel

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 11. NONASSIGNABILITY

Contractor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 12. INSPECTOR GENERAL REVIEWS

12.1 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, sub-consultants 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.

12.2 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.

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

12.4 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.

- a) 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 13. 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 14. COUNTY USER ACCESS PROGRAM (UAP)

14.1 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.

14.2 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 filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary.

The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order. For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP. Contractor shall have the right to reject any orders from a non-credit worthy ordering entity, or to fulfill such order on a cash-on-delivery basis.

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

ARTICLE 15. CONTRACTOR OBLIGATIONS

As a requirement of this Agreement, the Contractor is obligated to comply with all applicable County ordinances and state statutes. 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.



The following County Vendor Application and Affirmative Action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: http://www.miamidade.gov/dpm/vendor_registration.asp;
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/sba>

ARTICLE 16. 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/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 17. SEVERABILITY

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

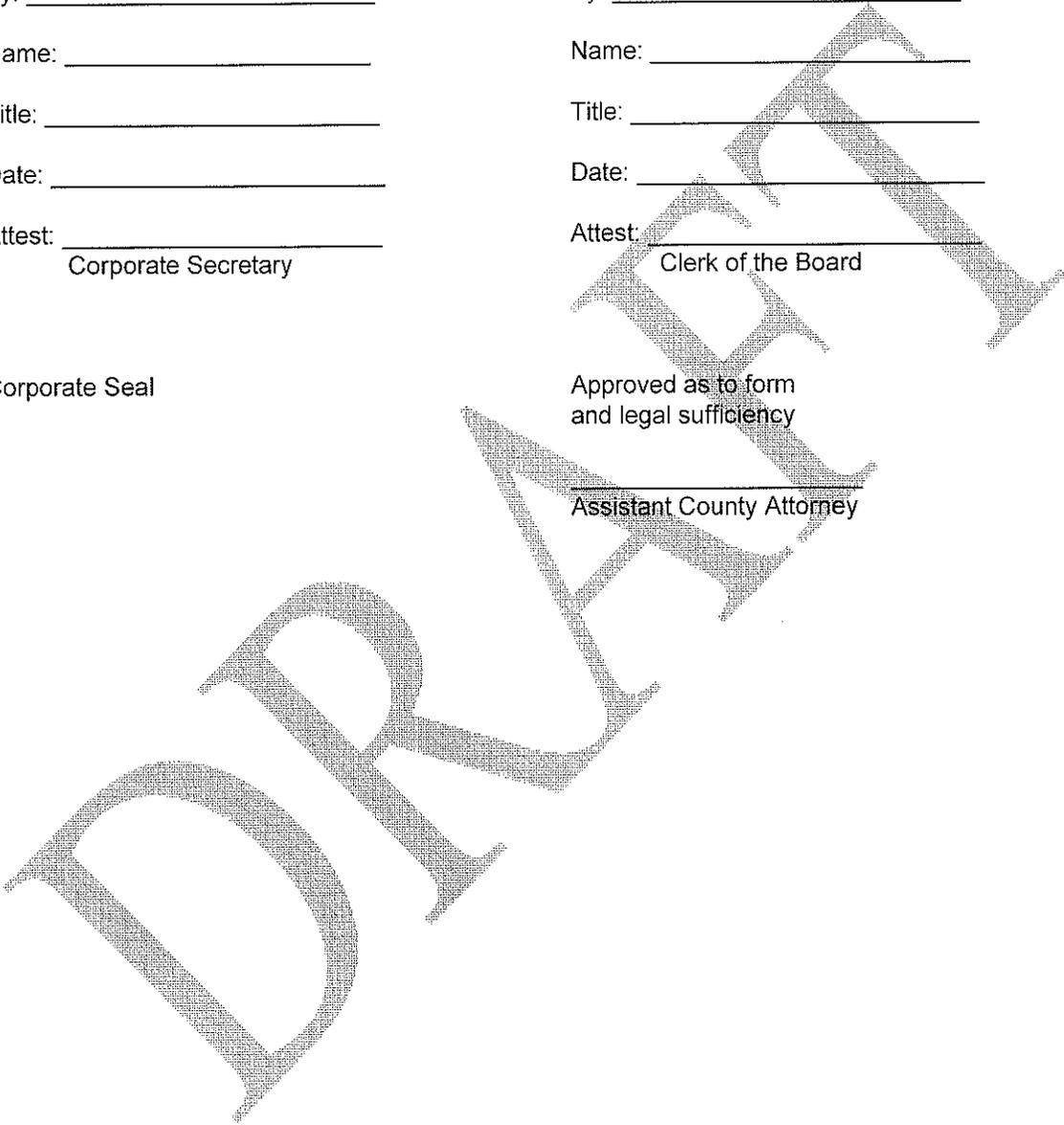
Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney





APPENDIX A
MAINTENANCE AND SUPPORT SERVICES

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APPENDIX A

SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. DEFINITIONS

- 1.1 **"Error"** means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Contractor's instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a reproducible defect will mean a defect that Contractor can reproduce using the most recent version of the Software, as delivered by Contractor to County.
- 1.2 **"Error Correction"** means either (a) a bug fix, patch, or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on County.
- 1.3 **"Maintenance Release"** means a subsequent version of the Software that includes Error Corrections and/or Upgrades.
- 1.4 **"Upgrade"** means a revision of the Software released by Contractor during the support term generally to its end user customers receiving maintenance and support services from Contractor, which revision adds new and different functions to the Software or increases the capacity of the Software to process information. "Upgrade" does not include the release of a new product or added features for which Contractor generally imposes a separate charge. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Contractor's opinion will prevail, provided that Contractor treats the product offering as a new product or feature for its end user customers generally.

2. HARDWARE MAINTENANCE

- 2.1 **Fault Reporting.** Contractor shall repair or replace without charge to County any part of the Designated Equipment found to be faulty by reason of defective material, design or workmanship. Hardware problems will be reported by County to Contractor at the following support number **1-866-500-AFIS (or 1-866-500-2347)**, as may be revised by Contractor from time to time. Each such report will be accompanied or followed by sufficient information to enable Contractor to determine the cause of the Hardware problem. Contractor will acknowledge each such report via telephone, facsimile transmission, or electronic mail to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the problem to repair or replace the Hardware.
- 2.2 **Response.** Contractor will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. If the nature of the Hardware requires an on-site visit by Contractor, County will work with Contractor to provide access to such Hardware. Contractor will pay all shipping costs required to ship the faulty Hardware to and from Contractor.
- 2.3 **Maintenance Limitations.** Contractor shall not be required to repair or replace any Hardware if Contractor determines, in its sole and reasonable discretion, that the Hardware requires such repair or replacement to the extent arising from: (a) any changes or modifications to the Hardware or Software included on the Hardware, in each case that were not made by Contractor; (b) damage to the Hardware (other than normal wear and tear); (c) the failure of computer hardware, equipment, or software not supplied by Contractor; (d) the negligence of County or any third party; (e) attempted maintenance by unauthorized persons; or (f) County's use or improper



use of the Hardware, or merging or combining the Hardware with any hardware or software not authorized by Contractor to be so merged or combined.

3. MAINTENANCE RELEASES

During the Support Services Term, Contractor will provide County with Maintenance Releases if, as, and when Contractor makes any such Maintenance Releases generally available to its end user customers receiving maintenance and support services from Contractor. County acknowledges and agrees that Contractor is under no obligation to issue Maintenance Releases under this Agreement and that the obligation to make available any Maintenance Releases under this Agreement applies only to those Maintenance Releases that have been commercially released by Contractor to its customers. Contractor will provide modified Documentation reflecting Maintenance Releases to the Software, as available.

4. SERVICE LIMITATIONS

Contractor is not obligated to provide support services in the following situations:

- 4.1 the Software has been changed, modified, or damaged (excluding modifications made by Contractor);
- 4.2 the Support Services are necessary due to: (a) failure of computer hardware, equipment, or software not supplied by Contractor; (b) the negligence of County or any third party; (c) a cause or causes beyond the reasonable control of Contractor; or (d) attempted maintenance by unauthorized persons;
- 4.3 the Support Services are necessary due to County's use or improper use of the Software, or merging or combining the Software with any hardware or software not authorized by Contractor to be so merged or combined;
- 4.4 County has not installed and implemented any Error Corrections, Upgrades and/or Maintenance Releases provided by Contractor; or
- 4.5 County has not paid the Maintenance Support Fees, or any related fees or amounts, when due.

5. COUNTY RESPONSIBILITIES

County (a) will be responsible for allowing Contractor to implement all Error Corrections, Upgrades, and/or Maintenance Releases furnished by Contractor and for paying all shipping costs in connection with Upgrades or Maintenance Releases; (b) acknowledges that all Software, Error Corrections, Upgrades, and Maintenance Releases provided by Contractor are subject to the conditions of the license agreement, and County agrees to comply with those conditions; and (c) will fully cooperate and assist Contractor in the provision of the Support Services, including allowing full and free access, including, but not limited to remote access, to relevant hardware, software, and other information if reasonably required by Contractor.



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APPENDIX B
PRICE PROPOSAL

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3M Cogent, Inc.
 5025 Bradenton Avenue, Suite A
 Dublin, OH 43017
 Tel: (614) 718-9691
 Fax: (614) 718-9694
www.cogentsystems.com



SALES QUOTE	
OH060314-001A-IS	Maintenance for 5 years + 2 year Options to renew
QUOTE DATE	
6/3/2014	

Customer Mr. Anthony Galen Wells Procurement Management Services Internal Services Department Miami-Dade County P: 305-375-5765 F: 305-375-5688 E: awells@miamidade.gov

Item No.	Item Description	Quantity	Unit Price	Total (LC)	Subtotal
LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,200.00	16,800.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	610.00	2,440.00	
POP	Maintenance Period: 07-01-14 to 06-30-15	1			
					21,680.00
LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,200.00	16,800.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	610.00	2,440.00	



Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	2,970.00	2,970.00	
POP	Maintenance Period: 07-01-15 to 06-30-16	1			24,650.00
LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,200.00	16,800.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	2,970.00	2,970.00	
POP	Maintenance Period: 07-01-16 to 06-30-17	1			24,650.00
LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,200.00	16,800.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	2,970.00	2,970.00	
POP	Maintenance Period: 07-01-17 to 06-30-18	1			24,650.00



LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,200.00	16,800.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	610.00	2,440.00	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	2,970.00	2,970.00	
POP	Maintenance Period: 07-01-18 to 06-30-19	1			24,650.00
Subtotal for 5 years				120,280.00	
Option					
LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,326.00	17,304.00	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	628.30	2,513.20	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	628.30	2,513.20	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	3,059.10	3,059.10	
POP	Maintenance Period: 07-01-20 to 06-30-21	1			25,389.50



LS-Maint-24X7-1YR	8 x 5 Annual Maintenance - (2) CLS1 Lite-X Livescan & (1) Cogent store and forward (orig inv #16701)	4	4,455.78	17,823.12	
Maintenance	8 x 5 Annual Maintenance - (1) CLS1 Lite-X Livescan (orig inv #16700)	4	647.15	2,588.60	
Maintenance	8 x 5 Annual Maintenance - Cogent CLS1 Lite-X Portable Livescan System (orig inv #18295)	4	647.15	2,588.60	
Maintenance	8 x 5 Annual Maintenance - Migrating system to virtual server environment Amt TBD	1	3,150.87	3,150.87	
POP	Maintenance Period: 07-01-21 to 06-30-22	1			26,151.19
Subtotal for option				51,540.69	
Total				171,820.69	171,820.69

DRAFT



Justification/Input Document for Non-Competitive Acquisition

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Human Resources		
Contact Person:	Susana B. Ramirez	Phone Number:	305-375-4734
Requisition No.:	RQHR1400002	Estimated Value:	\$145,000 (5 year contract, plus 2 1-year OTRs).
Proposed Vendor:	3M Cogent, Inc., dba Cogent, Inc.		
Previous Contract Number:	SS8763-2/14-2	Previous Contract Value:	\$22,000 (value of 1 year of maintenance). Note: Cogent should provide a credit of \$3,100, for moving to virtual servers beginning November 2013.

Purpose of the Purchase

Please describe your minimum requirements and the benefits of making the acquisition.

The purpose of this solicitation is to purchase a 5-year Maintenance Service Contract with two one-year Options to Renew (OTR's) to support the New Hire Center in the Human Resources (HR) Department. Cogent will also modify the FAMIS interface program, provide onsite setup, loading, configuration and testing of the software.

The New Hire Center provides processing of newly hired employees, including background checks and fingerprinting. Cogent, Inc. has provided Miami-Dade County with an automated solution for capturing applicant fingerprint images and securely transmitting applicant records to the Florida Department of Law Enforcement (FDLE). The information is also transmitted to FYI.

Best Interest of the County / Uniqueness of Product

Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.

In 2005, through a competitive procurement, 3M Cogent, Inc. supplied Miami-Dade County with an automated solution for capturing applicant fingerprint images and securely transmitting



**HUMAN RESOURCES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES**

applicant records to FDLE. The product is proprietary software that has been customized to provide results to other County information systems, such as FYI. It is in the best interests of the County to procure this software maintenance contract so there is no interruption to the processing of newly hired employees.

It is important to procure these goods and services quickly as the current contract will expire on October 31, 2014.

Market Research

Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.

The Cogent application is proprietary software, developed supported and owned by 3M Cogent, Inc. Cogent is the sole provider of software maintenance and technical support services for this product. There are other vendors, iTouch Biometrics, LLC, Alternate Force, Cross Match Technologies, and Secure Outcomes, Inc. that can provide similar livescan systems; however, these vendors cannot provide the required maintenance and support services to the existing system.

Proposed Actions

Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

Not applicable.

Arlene Cuellar, Director
Human Resources Department

6/6/14

Date Approved