

**REQUEST FOR PROPOSALS (RFP) No. EPP-RFP752
FOR A
STAFF SCHEDULING SOLUTION**

PRE-PROPOSAL QUESTIONS ARE TO BE SUBMITTED BY

WEDNESDAY, AUGUST 11, 2010 AT 5:00PM (LOCAL TIME)

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)

(Through the Expedited Purchasing Program)

for the

Miami-Dade Corrections and Rehabilitation Department

This project is funded by the American Recovery & Reinvestment Act (ARRA)



COUNTY CONTACT FOR THIS SOLICITATION:

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Senior Procurement Contracting Officer

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PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

AUGUST 27, 2010 AT 2:00pm (Local Time)

at

CLERK OF THE BOARD

Stephen P. Clark Center

111 NW 1st Street, 17th Floor, Suite 202

Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.



1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Corrections and Rehabilitation Department (MDCR), is soliciting proposals for a turnkey, web based, commercial off-the-shelf Staff Scheduling Solution. The proposed Staff Scheduling Solution (Solution) will provide MDCR with the ability to automate time collection, manage rosters, conduct shift bidding, automate vacancy filling in conjunction with audit controls, and enhance accountability and reporting. It is anticipated that the Solution will improve overtime management, conduct emergency staffing, send and receive work communications, share information with other County applications, produce management reports, and ensure equitable and consistent application of MDCR internal policies and procedures, collective bargaining agreements and County human resource policies.

MDCR expects reduced administrative overhead, lower premium costs associated with overtime and absenteeism, reduced need for standby resources, reduced number of grievances with its union partners, and significantly reduced number of amendments associated with time collection. Furthermore, implementation of the Solution is expected to significantly increase executive, operational, and administrative planning capabilities, while eliminating the human errors that result from their manual planning, scheduling, and time collection processes.

The County anticipates awarding a contract for an initial five year period, with five, two-year options to renew, at the County's sole discretion. The selected Proposer will be responsible for providing all software, configuration, implementation, training, maintenance, and support services throughout the resultant contract term.

This solicitation is funded by the American Recovery and Reinvestment Act (ARRA) 2009 under the Edward Byrne Memorial Justice Assistance Grant. Because of the nature of the funding, the selected Proposer will be expected to provide a rapid and efficient implementation of the proposed software solution. Therefore, MDCR will be looking for replacement software that has been tested and proven in the market as well as an experienced Proposer who can complete the implementation on time and within budget.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	August 4, 2010
Pre-Proposal Conference:	Not Applicable
Deadline for receipt of questions:	Wednesday, August 11, 2010 at 5:00PM (Local Time)
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Anticipated to begin the week of August 30, 2010.
Projected award date:	October 2010

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.



3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "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 the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The abbreviation "AFSCME" to mean the American Federation of State, County & Municipal Employees.
9. The abbreviation "AIB" to mean the Accreditation & Inspection Unit within MDCR.
10. The abbreviation "BCP" to mean the Boot Camp Program within MDCR
11. The abbreviation "CAU" to mean the Community Affairs Unit within MDCR.
12. The abbreviation "CBA" to mean the Collective Bargaining Agreement.
13. The abbreviation "COOP" to mean the Continuity of Operations Plan.
14. The abbreviation "CRS" to mean the Central Registration System.
15. The abbreviation "EAM" to mean the Enterprise Asset Management System provided by Infor.
16. The abbreviation "MDCR" to mean the Miami-Dade Corrections and Rehabilitation Department.
17. The abbreviation "ETSD" to mean the Miami-Dade Enterprise Technology Services Department.
18. The abbreviation "FLSA" to mean the Fair Labor Standards Act.
19. The abbreviation "FMB" to mean the Facilities Management Bureau within the Miami-Dade Corrections and Rehabilitation Department.
20. The abbreviation "FSB" to mean the Food Services Bureau within the Miami-Dade Corrections and Rehabilitation Department.
21. The abbreviation "GSAF" to mean the Government Supervisors Association of Florida.
22. The abbreviation "GUI" to mean the Graphical User Interface.
23. The abbreviation "HR" to mean the Miami-Dade Human Resources Department.
24. The abbreviation "HSU" to mean the Hospital Services Unit within the Miami-Dade Corrections and Rehabilitation Department.
25. The abbreviation "HQ" to mean the Miami-Dade Corrections and Rehabilitation Headquarters located at 2525 NW 62 Street, Miami, FL 33147.
26. The abbreviation "IA" to mean the Internal Affairs Bureau within the Miami-Dade Corrections and Rehabilitation Department.
27. The abbreviation "IRB" to mean the Intake and Release Bureau within the Miami-Dade Corrections and Rehabilitation Department.
28. The abbreviation "ISO" to mean the International Standards Organization.
29. The abbreviation "IVR" to mean Integrated Voice Response.



30. The abbreviation "LDAP" to mean the Lightweight Directory Access Protocol.
31. The abbreviation "MAPI" to mean the Messaging Application Programming Interface.
32. The abbreviation "MHDF" to mean the Mental Health Detention Facility within MDCR.
33. The abbreviation "MRP" to mean the Monitored Release Program within MDCR.
34. The abbreviation "MWDC" to mean the Metro West Detention Center within MDCR.
35. The abbreviation "ODBC" to mean Open Database Connectivity.
36. The abbreviation "PACE" to mean the Positive Attendance Control Evaluation.
37. The abbreviation "PAR" to mean the Payroll and Attendance Record.
38. The abbreviation "PBA" to mean the Police Benevolent Association.
39. The abbreviation "PCD" to mean the Personnel Change Document (Time and Leave System/Process).
40. The abbreviation "PIR" to mean the Primary Indicator Report used within MDCR.
41. The abbreviation "PPB" to mean the Policy and Planning Bureau within the Miami-Dade Corrections and Rehabilitation Department.
42. The abbreviation "PTDC" to mean the Pre-Trial Detention Center within MDCR.
43. The abbreviation "PT&L" to mean Payroll, Time, and Leave.
44. The abbreviation "PTS" to mean the Pre-Trial Services Bureau within the Miami-Dade Corrections and Rehabilitation Department.
45. The abbreviation "RED" to mean Research, Evaluation, and Data Management within MDCR.
46. The abbreviation "SSH" to mean Secure Shell Protocol.
47. The abbreviation "SFTP" to mean Secure File Transfer Protocol.
48. The abbreviation "TGK" to mean the Turner Gilford Knight Correctional Center within MDCR.
49. The abbreviation "TRB" to mean the Training Bureau within the Miami-Dade Corrections and Rehabilitation Department.
50. The abbreviation "TSSB" to mean the Transportation & Special Services Bureau within the Miami-Dade Corrections and Rehabilitation Department.
51. The abbreviation "TTC" to mean the Training and Treatment Center within MDCR.
53. The abbreviation "VMS" to mean Virtual Memory System.
54. The abbreviation "WDC" to mean the Women's Detention Center within MDCR.
55. The words "Should", "Will", "Can" are not mandatory requirements but desirable features.
56. The words "Selected Proposer" to mean the Contractor recommended for award of this Contract that will be performing the work outlined in the Scope of Services.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding



on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

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 known 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 in the proposal 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.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be



made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1.9 Special Security Requirements at the Miami-Dade Corrections & Rehabilitation Department



The Miami-Dade Corrections & Rehabilitation Department (MDCR) operates under strict security regulations. These regulations involve the issuance of a special Contractor's Pass after completing an application for access. MDCR will then perform a complete criminal records check of all individuals who are employed, hired, subcontracted or who are required to frequently enter the restricted areas of MDCR or have access to any confidential staff information.. Anyone who is found to have a prior felony arrest, or open charges, within the last two (2) years, or fails to disclose previous arrests, will not be issued a Contractor's Pass and will not be permitted access to work within the confines of MDCR departmental facilities or have access to any confidential staff information. Information concerning MDCR Contractor Passes will be provided upon award of the resultant contract.

1.10 American Recovery and Reinvestment Act Of 2009

The resultant contract must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009.

1.11 Debarment and Suspension (Exec. Order No. 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Exec. Order No. 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Exec. Order No. 12549. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees.

1.12 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.0 SCOPE OF SERVICES

1. INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Corrections and Rehabilitation Department (MDCR), is soliciting proposals for a turnkey, web based, commercial off-the-shelf Staff Scheduling Solution. The proposed Staff Scheduling Solution (Solution) will provide MDCR with the ability to automate time collection, manage rosters, conduct shift bidding, automate vacancy filling in conjunction with audit controls, enhance accountability and reporting. It is anticipated that the solution will improve overtime management, conduct emergency staffing, send and receive work communications, share information with other County applications, produce management reports, and ensure equitable and consistent application of MDCR internal policies and procedures, collective bargaining agreements and County human resource policies. Additionally, implementation of the Solution is expected to significantly increase executive, operational, and administrative planning capabilities, while eliminating the human errors that result from their manual planning, scheduling, and time collection processes.

2. OBJECTIVE

The objective of this solicitation is to obtain a turnkey, web based, commercial off-the-shelf Staff Scheduling Solution. MDCR expects the Solution, once implemented, to reduce administrative overhead, lower the premium costs associated



with overtime and absenteeism, reduce its need for standby resources, reduce the number of grievances with its union partners, and significantly reduce the number of amendments associated with time collection. Furthermore, MDCR's use of an automated staff scheduling system will benefit the local community by helping to ensure public safety within the Miami-Dade County area, as well as improve fiscal efficiency and responsibility. The proposed Solution will ensure that minimum staffing levels are always maintained with qualified and available officers.

2.1.1 Project Objectives:

- ***Centralize and standardize scheduling processes and procedures:*** The proposed Solution will act as the central program for maintaining all MDCR's rosters, shifts, staff schedules, collective bargaining agreement rules, skills, certifications, and staff availability to automatically make fair and accurate staffing decisions. MDCR will be able to eliminate paper-based scheduling and the disparate methods used by each command. All staff, including supervisors, will use the system to perform various scheduling tasks – each with different levels of system access.
- ***Improve Attendance Tracking and Reduce Payroll Errors:*** A working and time reporting codes will be automatically associated to every hour of staff's work schedule. Supervisors will have the ability to finalize staff's time sheet within the system for payroll processing by PeopleSoft (or our current payroll system). By automating this process, MDCR will eliminate its paper-based method for payroll processing thus increasing accuracy.
- ***Greater Compliance and Accountability Regarding Scheduling:*** MDCR's compliance rules from collective bargaining agreements and other regulations and policies will be configured into the system for automatic enforcement. In addition, supervisors will have a clearly defined process for making staffing decisions, and all scheduling activity that occurs within the system will be captured, tracked and auditable.
- ***Enhanced Visibility into Operations through Reports:*** Reports tracking costs, overtime, exceptions, staffing status, and certificates will be available in chart and report format to provide to command-level staff as well MDCR partner organizations.
- ***Overtime Management:*** Historically MDCR's overtime costs have increased although a downward trend has recently been noted. Factors relating to overtime increases are inmate overcrowding, staff shortages, inmate hospitalization, mandatory training and an inadequate relief factor. In addition, MDCR's overtime budget decreased in FY 2009-2010 and will need to decrease in the following years as well. Since overtime is a recurring factor for MDCR, and the overtime budget has decreased, overtime will require proper management and containment now more than ever using an automated Solution which will proactively deny, grant, track or suppress it based on MDCR rules and efficiencies.

3. BACKGROUND

MDCR is the seventh largest jail system in the United States and the largest in the State of Florida. MDCR has seven inmate housing and other staff work locations without inmate housing. The Pre-Trial Detention Center (PTDC) and Turner Guilford Knight Correctional Center (TGK) conduct intake processes and house inmates. The Women's Detention Center (WDC), Training & Treatment Center (TTC) and Metro West Detention Center (MWDC) provide inmate housing only. The Boot Camp Program (BCP) hosts a paramilitary residential program and the Hospital Services Unit (HSU) provides housing for inmates who require hospital level care. A plan is being finalized for a Mental Health Facility to come on-line in the future.

MDCR manages the entire County jail system. MDCR books and releases all persons arrested by agencies recognized with arrest powers in the County and facilitates inmate movement and security processes for the 11th Judicial Circuit of Florida. MDCR receives and detains persons arrested for warrants and new traffic, misdemeanor and felony



charges who have statuses of pretrial, county sentenced, and state sentenced. MDCR is functionally organized into three primary areas of core competence, along with other supportive sections, all of which report to the Office of the Director.

These areas include:

- **Custody Services** – Responsible for performing detention services, including care, custody and control of inmates.
- **Support Services** - Responsible for operating alternative to incarceration programs and providing inmate rehabilitation programs, construction management, county services, and special services.
- **Management Services** –Responsible for administrative and fiscal resource services, including training, personnel, policy and planning and budget services.
- **Other Entities** – The Legal Unit acts as the Department’s legal liaison and oversees the Central Records and Labor Management Units. The Professional Compliance Division (PCD) ensures Departmental compliance with federal, state, and local laws, as well as professional standards, and oversees Internal Affairs (IA), Security Operations and the Accreditation and Inspections Bureau (AIB).

MDCR has several centralized units that provide functionality integral to continuity of services including but not limited to the following:

- **Accreditation & Inspections Bureau (AIB)** – Responsible for inspecting facilities as well as analyzing internal documents and methods to assess policy content, procedure, and conformity to accreditation requirements.
- **Internal Affairs (IA)** – Responsible for receiving, classifying and investigating allegations of employee misconduct.
- **Training Bureau (TRB)** – Coordinates the efforts of the Basic Correctional Officer Training (COT) Academy, facility Field Training Officer Program (FTO), and approved pre-service and in-service training.
- **Personnel Bureau (PB)** – Responsible for recruitment, classification, background, investigation, payroll, employee or staff benefits, bid processes and other Human Resource (HR) related matters.
- **Policy & Planning Bureau (PPB)** – Responsible for providing oversight of the Policy Development Unit (PDU) and the Research, Evaluation and Data Management Unit (RED). PDU functionality includes analyzing, coordinating, developing, and reviewing Departmental policies and procedures for compliance. RED functionality includes researching, benchmarking and collecting/maintaining statistical information used for generating reports that support our Active Strategy Enterprise (ASE) Balanced Scorecard and MDCR Business Plan in conjunction with managing our Primary Indicator Report (PIR) network.
- **Budget and Finance Bureau (BFB)** - Responsible for the supervision, preparation, and monitoring of the MDCR budget and ensuring budgetary controls are exercised for each work unit, including expenditure analysis and supervision of expenditures, and management of special revenue and trust funds. Process invoices for payment and manages the inmate accounting system
- **Information Systems Bureau (ISB)** – Responsible for maintaining, developing and deploying data systems, networks and telecommunications. This includes all MDCR wireless systems, inmate phones, staff phones, visitation phones, hand-held radios, cellular telephones, cellular wireless cards, personal data assistants, pagers, existing and new software/hardware applications, including network implementation and support for computers, Local Area Networks (LAN), and Wide Area Networks (WAN).
- **Materials Management Bureau (MMB)** – Responsible for the oversight and supervision of the MDCR Warehouse Facility, Laundry Facility, and Inmate Commissary Unit, managing MDCR’s public records storage program and ensuring storage, transfer and destruction of records using established retention schedules



- **Food Services Bureau (FSB)** – Responsible for providing meals for the inmate population, meals purchased by staff members within facilities and for contracts provides catering services for members in the community.

4. CURRENT MDCR OPERATING ENVIRONMENT

As one of the largest jail systems in the nation, with nearly 2,700 employees and a daily inmate population of approximately 6,000 (but has been up to 7,000 over the past 2 years), MDCR does not currently have an adequate system in place to manage staff scheduling across our large organization and veritable population. MDCR has historically depended on antiquated and labor intensive paper-based systems to staff and manage daily personnel needs.

Currently, MDCR managers manually enter staffing, leave, attendance, and overtime information onto employee rosters that are not tied into a database. The data contained on the employee rosters is manually entered into spreadsheets and then transferred to other reports (i.e., MDCR payroll, overtime reports). Furthermore, report development and data analysis is cumbersome and time-consuming. Effective decision-making and overtime containment are hindered.

An automated Staff Scheduling Solution will benefit MDCR by automating scheduling, managing/containing overtime, and integrating to the new payroll system which is forthcoming. It is anticipated that the proposed Solution will demonstrate a tremendous return-on-investment by ensuring that qualified and available staff is scheduled to work, payroll data is accurate, and ties specifically to work locations, duplicative work processes are eliminated, all processes regarding workforce scheduling are streamlined and a framework of scheduling policies are in place for all employees to adhere to by using advanced scheduling technology.

For example, it is anticipated that the Solution will take into account several factors when staffing such as 'not-fatigued', can be 'held over', and 'will not incur' overtime. In addition, the Solution should provide MDCR emergency recall capabilities so it will automate our Emergency Employee Deployment (Alpha-Bravo) call up process and/or Continuity of Operations Plan (COOP) activities. Moreover, if a fellow public safety agency such as police, other county or municipal corrections or state corrections department needs our assistance, we will be able to respond with quick mobilization and response.

The efficiencies MDCR will achieve through the use of the proposed Solution will not only significantly improve MDCR's entire scheduling processes throughout all the jails and bureaus, but will also promote economic recovery by investing in a technology solution which will stimulate the economy at both the local and national level.

5. MDCR BACKGROUND SCREENING AND FACILITY ACCESS INFORMATION

Proposers are advised that all work that is to be performed at a MDCR correctional facility or have access to any confidential staff information will require background checks and a thorough screening prior to admittance to any of the MDCR facilities.

5.1 Background Screening

All selected Proposers' personnel involved at any capacity in the resultant contract award will be subject to background check, including sub-contractor's personnel. The selected Proposer shall conduct background checks and provide the results to the County. The County reserves the right to perform additional checks before granting clearance on personnel working for proposer or any sub-contractor, and performing duties related to this contract. MDCR reserves the right to limit access to facilities.

MDCR in its sole discretion will determine which individuals are granted clearance. Contractor shall provide their completed preliminary background investigations of all applicable employees and sub-contractor employees to MDCR upon award of this contract. Background checks will include a review of the following:



- Driving records
- Criminal records
- Bankruptcy records
- Past employers records
- Military records
- Drug tests records
- Education records
- Finger print records

5.2 Facility Access

The selected Proposer and their staff will be provided an escort in the MDCR facilities. Upon arrival each day, the selected Proposer and their staff will be required to check in and log all tools, equipment, etc. At the end of each day, the selected Proposer and their staff will be required to check out and log all tools, equipment, etc. If the work to be conducted in relation to the proposed solution extends between shifts, arrangements will have to be made with MDCR jail administration to ensure an escort is available and that the work to be completed does not disrupt operations within the facility. This information is being provided for Proposers to calculate the background screening and facility access into your project plan and implementation approach.

MDCR Jail Facilities and Locations are Listed Below:

1. Women's Detention Center (WDC)	1401 NW 7 th Ave, Miami, Florida
2. Pre-Trial Detention Center (PTDC)	1321 NW 13 TH Street, Miami, Florida
3. Turner Guilford Knight Correctional Center (TGK)	7000 NW 41 st Street, Miami, Florida
4. Training & Treatment Center (TTC)	6950 NW 41st Street, Miami, Florida
5. Boot Camp Program (BCP)	6950 NW 41st Street, Miami, Florida
6. Metro West Detention Center (MWDC)	13850 NW 41 st Street, Miami, Florida
7. Hospital Services Unit (HSU)	1611 NW 12th Ave, Miami, Florida

MDCR jail facilities run on a three shift, 24 hour schedule, 365 days a year. * MDCR jail staff shifts are split as follows:

- Shift 1: 7:00 AM to 3:00 PM
- Shift 2: 3:00 PM to 11:00 PM
- Shift 3: 11:00PM to 7:00 AM

All employees of the selected Proposer and sub-contractors involved in the project may be subject to any MDCR security procedures and shall receive MDCR employee orientation and training as required by American Correctional Association (ACA) standards.

**Note: MDCR has various shift schedules for all employees. The proposed Solution must be configurable to accommodate varying shifts and flexible enough to adjust to changes when needed.*

6. CURRENT INFRASTRUCTURE ENVIRONMENT

MDCR has seven inmate housing locations, as noted above, and several support locations throughout Miami-Dade County. All locations are connected via Wide Area Network (WAN). MDCR has standardized on administrative telephony services provided through a Cisco Architecture for Voice, Video and Integrated Data (AVVID). Currently the AVVID system is operating on release 4.13 but there are plans in place to migrate the system towards release 7.1.3.



Most of MDCR's physical infrastructure backbone is serviced by the Enterprise Technology Services Department (ETSD). ETSD is the central technology provider for the County, and provides information technology services, enables and supports the operations of all County departments to make information and services easily accessible. Other Systems not supported by ETSD are managed and maintained by the Information Technology Services Bureau within MDCR.

7. CURRENT OPERATING ENVIRONMENT

The current operating environment at MDCR consists of mostly a computing and networking infrastructure provided by ETSD where most of MDCR's Systems are hosted. The current environment at ETSD that can be used to host MDCR systems is outlined as follows:

- **Distributed Operating Systems:** Windows, AIX, Red Hat Linux, VMware, and Oracle Unbreakable Linux 4.0 or higher.
- **Databases:** Only MSSQL and Oracle are approved for new system development or implementation of new vendor packages; an architectural review would be needed to determine the best DBMS platform for any given application.
- **Hardware:** HP model servers, HP blade servers: VIO option | CITRIX | XenDesktop provisioning Wintel servers with VMWare virtualization software, HP Proliant, IBM pSeries servers, Thin Client Workstations, Mobile Devices – Blackberries; Cisco CallManager, Cisco IVR.
- **Telephony:** Cisco IP Telephony.
- **Network:** Fiber channel, Tivoli Enterprise Monitoring, TCP/IP Communications Protocol, Network Switches, Cisco Switches, Telephone Equipment, DSL, FiCon, SolarWinds, EdgeSight monitoring, Remote locations connected to central County location with varying speeds from ADSL 256kbps to 1gbps for core sites, Microsoft DNS, Citrix SSL VPN.
- **Storage:** IBM DS 8100, DS8300, HP HSV SANS, HP HSV SANS, SUN/STK SL8500 – 9940B Tape Drives, SUN/STK SL500 – LT02, LT04
- **Storage Management:** Veritas NetBackup, Cluster Series, Global Clusters, | Global Replicate, Volume Manager, AIX Power-HA IBM-HSM Innovation FDR CA/Disk
- **Security:** RACF (mainframe security), Trend Anti Virus for serversz
- **Distributed Application Framework:** ASP.NET | Visual Studio | .Net Framework 1.1, 2.0, 3.0, & 3.5 | J2EE JDK 1.4
- **Applications Desktop & Enterprise:** Microsoft Outlook 2007, Microsoft Internet Explorer 7 & 8, MS Office 2007, Citrix (Thin Client Access – Citrix Metaframe)
- **Enterprise Applications:** PeopleSoft ERP, ESRI, Infor Asset Management, WebSphere Commerce Suite, Microsoft Exchange
- **Middleware:** IBM MQ Message Broker and Workflow, WebSphere Application Server 6.1, IIS 6.0, & 7.0 Microsoft Office SharePoint Server 2010, WebSphere Portal Server, Shadow z/Services for CICS
- **Data and Information Management:** SQL Reporting Services, IBM Content Manager OnDemand Online Reporting, CA/Dispatch Online Report bundling/printing/viewing, Cognos BI 8.4
- **User Identification and Authentication:** Active Directory, Tivoli Access , Manager, Tivoli Identity Manager
- **Other:** ETSD also maintains specialized use systems such as GIS, EDMS, ERP and the like Application specific infrastructures in the AIX and Sun Solaris environment.

8. SERVICES TO BE PROVIDED UNDER THIS SCOPE OF SERVICES

The services that are required for each of the sub-components of the proposed Solution are listed in the following sections. Proposer need to address the technical ability of the proposed Solution and explain how it can meet or



exceed the MDCR requirements as detailed within this Scope of Services. Proposers may suggest alternative approaches to meeting the desired output of the Solution as long as the County's minimum requirements are met.

All the work to be performed under the resultant contract must be provided as a turnkey Solution inclusive of all software, equipment, and components required. Final acceptance of the Solution will be granted by MDCR. The Solution is required to be in production and available for use by MDCR staff within six months of the resultant contract award.

Within your proposal response, the Project Implementation Plan, approach, and methodology must be clear, concise, and detailed to ensure a meaningful evaluation can be conducted. The Project Implementation Plan must provide specific details as to how your firm will be able to complete the project within six months of the resultant contract award and include specific details as to the implementation methodology, project schedule, estimated manpower, resources assigned, interface development, configuration, testing, training, deliverable milestones and acceptance criteria procedures.

9. DESIRED SOLUTION FUNCTIONALITIES

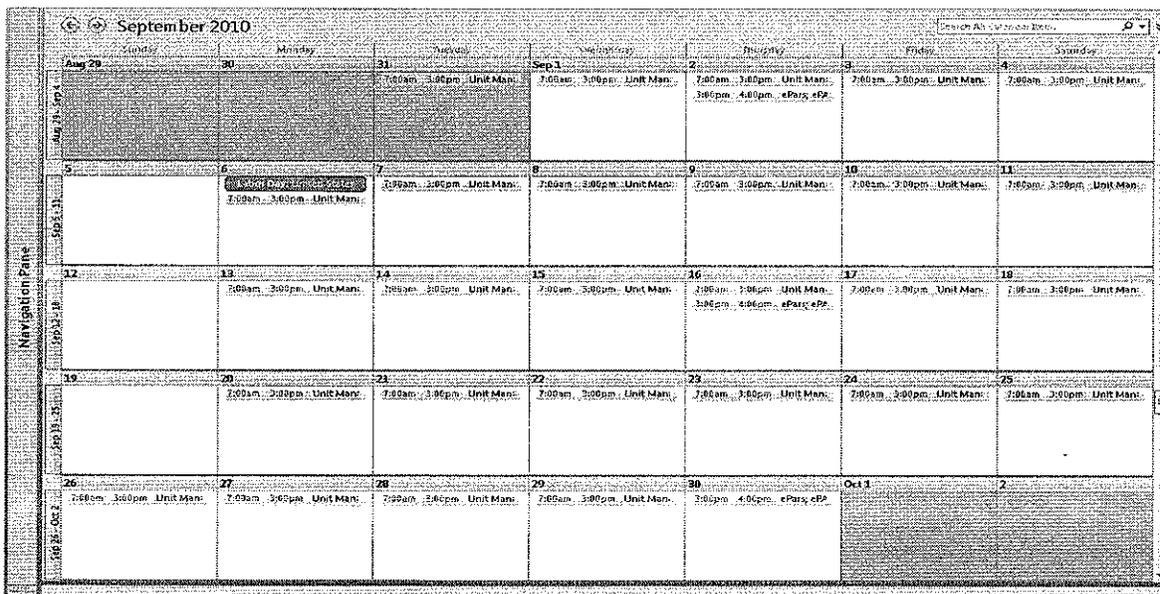
MDCR seeks the following functionalities in the proposed solution. It is highly desired that the proposed Solution be extremely versatile and configurable to meet the needs of MDCR with little to no customizations, if possible.

9.1. Calendaring

Calendaring functionality involves maintaining an accurate representation of staff time, what they are doing during that time, leave requests, scheduled trainings, Court hearings, etc. The proposed Solution should be flexible and capable of meeting the required calendaring functions via user customizable business rules that identify schedule issues and exceptions.

The proposed Solution, at a minimum, should provide the following functionality regarding calendaring:

- A. A graphical calendar with working, non-working days, and work periods shown for an individual. (See below illustration provided as an example)



(Sample of staff calendar showing shift, days off, and scheduled events, training, overtime, etc.)



- B. Solution is capable of providing MDCR staff with appropriate security credentials to access their assigned calendar where they can view their schedule, sign-up for work assignments, view overtime opportunities, and make changes to their schedules via telephone and the Internet.
- C. Solution provides MDCR staff with the ability to view their payroll data, leave balances, and personal "history".

9.2. *Personnel Management*

Proposed Solution should have a built in personnel management functionality that will provide MDCR with the ability to manage and track activities dealing with staff's personnel information. It is anticipated that the Solution will automate many routine work interactions among employees and supervisors. The Solution should have built in functionality that once configured will consistently apply department policies, collective bargaining rules, labor laws and other regulatory constraints when making staffing decisions, and processing time-off requests.

MDCR staff should be allowed to indicate and update which way they prefer to be contacted for work purposes (i.e. cell phone, house phone, work phone, e-mail, pager, etc.) and availability. MDCR staff will be able to request time-off, check their schedules, view pay reports and accruals, sign up for work or respond to overtime opportunities through the Internet, intranet PC, telephone, cell and pager.

The proposed Solution, at a minimum, should provide the following functionality regarding personnel management:

- A. Enable staff to submit requests such as vacation, leave, shift assignments, etc.
- B. Enter and track FMLA, intermittent FMLA, leave of absence, temporary hardship, reasonable accommodation information into the system, absence notices, tardy memorandums, etc.
- C. Maintain staff training information.
- E. Allow MDCR staff to submit training requests, and have proposed system keep track completion against training requirements.
- F. Allow MDCR authorized personnel to cancel certain types of submitted requests within stated parameters.
- G. Allow detailed constraints for each request/function, such as requiring advance notice or supervisor approval.
- H. Provide a workflow for all submissions that require management level approval for finalization of user requests.
- I. Verify and ensure that specific certifications (i.e. FDLE, Fire Alarm, Boot Camp, Drill Instructor Certification, Crisis Intervention Training, etc.) are still valid.
- J. Be configurable to meet the required MDCR staffing rules to fill vacant positions for regular duty, emergency assignments, overtime, or for "special detail".
- K. Prioritize the list of qualified and available candidates according to staffing rules, and then contact who is next on the call back list automatically.
- L. Allow for staffing of special units for special events and tracking of event by location and special code for payroll.
- M. Solution should be capable of distinguishing between valid requests and use MDCR's personnel rules, standard operating procedures, and the collective bargaining agreements to allow only legitimate requests to go through an approval process.
- N. Allow staffing of restricted duty personnel with tracking of restricted duty posts with codes for record keeping.
- O. Allow for multiple levels of approval for certain staff actions.



- P. Provide ability to store staff's photograph. Hosting requirements recommend storage of pictures on the file system as opposed to storing them directly on the proposed system's database.

9.3. Notifications

The proposed Solution should be equipped with the ability to send communications out to MDCR staff in case of exceptions or special conditions. The Solution's capability for mass communication is necessary. MDCR personnel will be contacted in various methods including but not limited to: UHF radio, telephone, email, and pagers. Outbound calling functionality is needed to provide authorized MDCR staff with the ability to send out notifications to personnel regarding work assignments, unpredictable staffing requirements or emergency summons.

The Solution should automatically schedule employees to shift assignments and positions without human intervention, according to pre-configured staffing rules, by phone, pager, e-mail, Internet and intranet PC. It is anticipated that the proposed Solution will have the capability of allowing MDCR staff that have received notifications to respond via the IVR telephone system, e-mail, Internet, or other means. The Solution should send work notifications and prompt those notified to respond accordingly. Responses sent through the IVR system will be done over the phone via voice or keypad inputs and those responses should automatically be updated into the Staff Scheduling Solution.

The proposed Solution, at a minimum, will provide the following functionality regarding notifications:

- A. Provide the ability to notify/communicate with staff of their need to be at work by telephone, e-mail or pager.
- B. Provide delivery of staffing alarms, notifications, requests to work and other general messages.
- C. Automatically notify personnel of special events (emergency and non-emergency). The dialing sequence process must be able to be stopped / suspended to allow MDCR staff to call candidates manually when the need arises.
- D. Allow MDCR staff to plan, deploy, and keep workforce informed during times of crises.
- E. Automatically dial at the same time a minimum of 250 telephone numbers for emergency calls and incidents.
- F. The proposed Solution provided MDCR with the capability of doing the following tasks automatically:
 - Notify supervisors of any unfilled/open positions;
 - Warn of certifications that will expire within 90 days or less;
 - Inform/remind staff via telephone, text or email of approaching timeframe around MDCR activities, such as the applicable time to submit their respective bid, vacation requests, leaves requests, etc.;
 - Track and monitor staff absenteeism
 - Identify and update notifications that requiring acknowledgement by personnel.

9.4. Overtime

Staff selection for overtime must adhere to Federal and State laws, Collective Bargaining Agreements and departmental policies. The proposed Solution is expected to provide the functionality to configure rules for automatic overtime selection coupled with manual override.



Proposed Solution will have the ability to illustrate the financial impact (against budget) that the overtime engagement will cause, prior to completing overtime staff selection, when manually selected, or on a post-selection report.

The proposed Solution, at a minimum, will provide the following functionality regarding overtime:

- A. Allocate overtime opportunities within a controlled and automated environment ensuring fair and impartial selection.
- B. Allow staff to sign-up and respond to overtime opportunities by telephone, cell phone, Internet or Intranet, etc.
- C. Maintain detailed records of staff's acceptance or rejection of mandatory and/or voluntary overtime for tracking and auditing purposes.
- D. Track and report overtime by several criteria such as: staff member, employee classification, number of hours, cost, type, root cause, reason, percentage, location.
- E. View on the spot the projected financial impact of overtime selection; such information will also be made available on a report.

9.5. Rostering

The proposed Solution is expected to automate scheduling processes by combining software features with communication devices such as telephone, cellular phone, text, e-mail and pager. All schedules are to be configured based on the outcome of the department's latest bid process and subsequent transfer orders. The proposed Solution is to provide MDCR supervisors and managers with the capability to assess and manage rosters (who is working on what, where, and when), to view staffing levels by unit/bureau/location/facility or on a department wide basis. A change or exception should cause the system to react and propose alternatives automatically based on MDCR's defined business rules.

The proposed Solution, at a minimum, will provide the following functionality regarding rostering:

- A. Generate a working and non-working summary (roster) that shows when people are working or not working with associated time reporting codes.
- B. Allow MDCR to manage a dynamic daily roster of all activities to include:
 - All posts, special details and assignments, staff adjustments, scheduled and unscheduled leave;
 - Plan and manage an unlimited number of shifts and future assignments, and to continually manage optimum, minimum and maximum staffing requirements by shift, position and skill set; and
 - React to vacancies caused by work exceptions and to automatically identify appropriate replacement personnel.
- C. Show information on payroll, certification/license expiration, and work status, and the ability to track accrued hours for vacation, sick leave, etc., and to use labor rules and guidelines to manage and modify the roster.
- D. Enable MDCR to select a date for roster changes/updates to be in effect (effective and expiration dates), and to create emergency schedules (Alpha/Bravo, etc.).
- E. Provide MDCR with the capability to handle multiple schedules with different effective dates and ability to determine which schedule is to become effective at a specific date and time.
- F. Allow staffing of special units for special activities.
- G. Automatically notify personnel of open positions, and also allow manual override in order to call personally.



- H. Display promotional and out of classification lists; warnings when staffing levels are below the requirements where special skills are needed.
- I. Track and report start and end times of any work assignment.
- J. Provide the ability to modify staffing/post needs, such as adjusting the number of officers needed at a location based on inmate population, etc.
- K. Provide a snapshot view of the entire organization.

9.6. **Bidding**

The proposed Solution is expected to automate bidding of facility/bureau, shift, and vacation and regulars days off. This process requires staff to periodically bid for facility/bureau, shift, regular days off, and vacation at a scheduled time based on their seniority within specific MDCR guidelines/requirements.

The proposed Solution will be able to handle a periodic bid process as determined by MDCR. The process will comply with MDCR's policy and procedures as stated in the Collective Bargaining Agreement (CBA) between Miami-Dade County and Police Benevolent Association (PBA) Rank and File Unit, Police Benevolent Association (PBA) Supervisory Unit, American Federation of State, County, and Municipal Employees (AFSCME)), Government Supervisors Association of Florida – Professional Employees, and Government Supervisors Association of Florida – Supervisory Employees (GSAF).

The proposed Solution, at a minimum, will provide the following functionality regarding bidding:

- A. Allow personnel to bid for assignments via the Internet at any location based on MDCR guidelines.
- B. Provide the ability to add, update, delete, and disable personnel from the active list in accordance with MDCR guidelines.
- C. Enable staff to use identification numbers that have been assigned to MDCR personnel; badge number will be made available along with employee ID number.
- D. Allow for dissemination of the results of the bids to all locations and employees simultaneously.
- E. Have the capability to handle bidding of multiple scenarios such as a tie breaker, or provide authorized MDCR staff with the ability to manually place staff in a vacant position, therefore overriding the bid outcome.
- F. Have the capability to create seniority lists that will display, at minimum, the staff's name, classification, employee ID, badge number, hire date, classification by division and facility/bureau, seniority number and seniority date.
 - The listing will have the capability to be sorted by name, classification, badge number, seniority number or seniority date.
 - Provide the ability to automatically calculate personnel seniority before start of bid process.
 - Have the capability to automatically add or reassign seniority numbers as new personnel are hired and as employment status changes.
 - At the user's request, have the capability to automatically reassign seniority numbers when personnel are made inactive due to resignation, retirement or termination and any other out of pay status.
- G. Be security-driven and not allow personnel to access bid information without proper credentials. A mechanism should be in place within the Solution to validate the credentials with the security permissions established by the System Administrator.
 - Solution will have proper security protections in place to prevent staff from bidding for other staff.



- Allow a manual override of a bid for user with adequate security access.
- H. Notify staff when they should bid for facility/bureau, shift, vacation, and assigned days off.
- Allow a proxy for staff who is not available to complete their bid on-line during the assigned bidding time.
 - Allow any personnel to submit their bids at any time during the bid acceptance period.
 - Provide a mechanism to report on work schedules that conflicts with bidding times.
 - Provide the capability to compute automatically staff's bid choice, i.e., facility/shift, days off, vacations, etc.
 - Lock a bid once it is approved. However, staff will be allowed to bid numerous times during the bidding period.
 - Enable viewing of previous bid information without leaving the current bid process.
 - Allow personnel to choose and change a specific number of unique bid choices to be set by MDCR.
 - Allow personnel to check their bid assignments and access bid history data online.
 - Automatically warn of bid combinations that are not allowable. Override feature with comments should be available.
- I. Once the bid entry is completed, the Solution will either give the bidder a printed copy of their bid choices (receipt) or send a confirmation email to the bidder. A subsequent bid will create a new bid, thus overriding the previous bid. Once the bid period ends, the Solution will prevent any further bidding.
- The bid receipt should indicate the bid choices, a confirmation/acknowledgement number, and whether the bid was completed by staff or their designee.
 - A date and time stamp is required on all bid receipts.
- J. Inform management of the number of staff by classification that have or have not participated in the bidding process.
- K. Provide management with the ability to modify the outcome of the bid prior to finalizing it.
- L. Assign weight/priority/importance to bid categories. For instance, facility/bureau comes before shift, and shift comes before days off, and so on.
- M. Provide a "no bid" list of staff.
- N. Provide the ability to identify locations that have been awarded. Provide a mechanism to notify all the locations and bidders award results.
- O. Provide management with the ability to view schedules on-line to show a chart of available positions/classifications and days off; to print bid receipt and bid transfer assignments simultaneously at all locations.
- P. Produce the bid reports such as facility/bureau, shift, assigned days off, and vacation bids.
- Q. Generate bid statistics.
- R. Provide a bid conference process. During the bid period, MDCR HR will review the bid and may ask supervisors to validate bid information and provide response back to MDCR HR via email. This may also involve communication with staff. All communications and outcome become part of the bid data with audit trail.
- S. Provide the ability to conduct Mini Bids, which is a bid on a smaller scale. For example, Food Services Bureau may be conducting a bid for a specific or a series of positions.
- T. When staff is on approved FMLA the proposed Solution should have the functionality to consider the MDCR staff's return-to-work date and hold the position the employee would have been granted if they were not on leave. Until staff returns, the proposed system will temporarily fill the vacancy with other staff, if necessary. If staff is on regular leave, there is no need to hold the post until staff returns.



9.7. *Time Tracking, Leave Management, and Payroll Preparation*

The proposed Solution will provide MDCR with the capability to enable supervisors to keep track of exceptions and events related to staff in terms of attendance and provide flexibility/dependability in responding to overtime and special assignment. The Solution should be configurable to MDCR departmental policies, collective bargaining rules, labor laws and other regulatory constraints when making staffing decisions, and processing time-off or leave requests.

The proposed Solution, at a minimum, will provide the following functionality regarding time tracking, leave management, and payroll preparation:

- A. Be capable of employing an unlimited number of user-defined time reporting codes.
- B. Allow detailed constraints for each time reporting code such as advance notice or supervisor approval to be configured based on work flow.
- C. Use the department's personnel rules and edits as per collective bargaining agreements to allow only legitimate requests be processed. *(For example - Solution should not allow someone to submit a request knowing that the user does not qualify per MDCR pre-requisites.)*
- D. Manage complex leave and benefit accrual process to provide fair, consistent, accurate calculations/accrual, and recording of leave time, and provide accrual balances for staff review.
- E. Maintain complete audit trails.
- F. Provide the ability to produce an attendance facility/bureau report that includes the tracking and monitoring of staff's attendance, absences, tardies, and absences in conjunction with days off and County holidays.
- G. Provide functionality for supervisors to validate time, and leave.
- H. Provide functionality to enable supervisors and MDCR Payroll staff to validate time worked and submit the payroll information to the County Payroll Time and Leave system.
- I. Allow changes to schedules in the past with MDCR supervisor approval.
- J. Provide the ability for MDCR supervisors to track and manage unscheduled leave. *(For example, supervisors need to document absences, tardiness, injuries, etc., and provide notice to staff with staff acknowledgement.)*
- K. Allow a MDCR supervisor to log or document multiple events relating to staff attendance or behavior such as counseling and disciplinary actions during a shift; to view events related to staff for a specific period; and to provide status. This may be provided as an open comments field but the Solution is required to keep this information within the database for the specific personnel record and only be viewed by those with authorization.

9.8. *User Look and Feel*

The proposed Solution is expected to be user-friendly, easy to use, and have menu driven capabilities. The System programs and processes should include a graphical user interface (GUI). The Solution is to be web-based and accessed via the Internet through a standard web browser and not require any specialized software to be on MDCR staff's computers.

The proposed Solution, at a minimum, will provide the following functionality regarding the user look and feel:

- A. Provide a user dashboard displaying a current view of all activities scheduled.
- B. View staff selection and audit trail for staff selection process.
- C. Allow MDCR staff to send recorded schedule work exceptions, via the Internet and Intranet via pre-configured user interfaces.
- D. Enable proposed Solution's telephone interface to be flexible to record and send pre-recorded messages to individuals, groups, or all users.



- E. Solution has the ability to retain staff acknowledgments of positive message receipt confirmation; to send recorded schedule work exceptions, obtain staff's work status information, and send a notification of a schedule change.

9.9. Reports

The proposed Solution is expected to deliver relevant, practical, and timely staff information through real-time reports and schedules. The proposed Solution will enable MDCR to report on cost, personnel information, inter-location financials (chargeback, payback, etc.) such as charges incurred by other locations because of staff working temporarily at locations other than assigned, especially because of overtime.

It is anticipated that the proposed Solution will allow MDCR users to create ad-hoc reports and queries, and to customize them based on varying criteria. Ad Hoc reports and query capabilities should include user defined features such as inserting page header footer data like date, time, page number; formatting and aligning data; sorting and grouping data; using functions and formulas; exporting data to text and Microsoft Excel formats; presenting data in charts; combining data from different reports and queries; using wizards to assist in creating reports; using "if and "and" logic to extract data; suppressing lines in creating reports and queries; scheduling reports to print in batch mode; search/find capabilities; and viewing reports online as to reduce the need for printing. All reports should be accessible from any PC via a web browser with the proposer credentials.

The proposed Solution, at a minimum, will provide the following functionality regarding reports:

- A. Generate cost report per work/payroll code that shows the cost the department incurred under any code; base pay as well the value of each pay exception code paid, fringes, assignment and location worked; payback report that shows who owes time to whom from previous shift exchanges; payroll report that shows how many hours each individual worked under each code; as well as the start and end times of any work assignment.
- B. Produce detailed staffing and usage reports by individual, post/classification and/or shift, and by unit/bureau/facility/location, over a period of time; a report on the financial impact of that overtime selection; to run an exception report that shows the exception and its cause. The system will give management access to reports including license and certification expirations, payroll reports, and the ability to import/export data to other databases in different formats; and produce detailed reports that track staffing, attendance, tardiness, FMLA leave, employee leave, overtime, FSLA, exceptions, and work codes.
- C. Ability to provide visibility into workforce operations using real-time reports, charts and rosters, with the ability to view, share, print, export and e-mail reports.
- D. Ability to provide reports that track various certifications and training such as firearms qualification, Criminal Justice Standards and Training certification, outside bike patrol training, crisis intervention training, and drill instructor certification, special skills, other languages, driver license, and MIST (Mandatory in Service Training), etc.
- E. Ability to track budgeted vacancies.
- F. Ability to track retroactive payments of overtime, and overtime paid at straight time rate.

9.10. Additional Functionality

Additional functionality being sought from the proposed Solution desired by MDCR is listed below:

- A. All overrides will be provided an option to provide related explanations/reasons/notes.



- B. All screens and reports will be capable of using MDCR terminology. The reports header will be configured to display "Miami-Dade County Corrections & Rehabilitation Department".
- C. The proposed Solution will operate 24 hours per day, 7 days per week and 365 days per year, and will allow access to different groups of employees based on authority. It will log all the updates that are done and have the ability to display and/or print who made the changes, the time the changes were made, and what changes took place. It will keep "last touched by" audit trail automatically on every record.
- D. The proposed Solution's installation will require the migration of historical and current data from the current system to the proposed system (profile, hierarchy, training, etc) where available.
- E. The proposed Solution must have safeguards to prevent accidental deletion of data. It will provide the ability to keep an audit trail of the rules used to fill vacancies and rotate personnel accordingly. It will automatically keep an audit trail of all inbound and outbound telephone calls; will provide telephone, e-mail and pager delivery of staffing alarms, notifications, requests to work, and general messages; will support authorized scheduling requests from any touch-tone telephone; and will allow processes to be scheduled and executed at specific times.
- F. The proposed Solution will keep track of staff hours, along with the applicable time reporting codes, and will provide for approval of hours worked by supervisors for payroll purposes.
- G. Enable staff to apply for a specialty position. The Solution will have the capability to:
 - 1. Handle applications for specialty position opportunities and track candidacy for such position.
 - 2. Prevent personnel from applying for a position that has already been filled, (specialty position).
 - 3. Provide ability for applicant to apply in the proposed system for specialty positions and attach supporting documentation, and subsequently receive acknowledgement of the submission.
- H. Provide the capability for supervisors to transfer staff around the organization, for various reasons, like academy graduation (training).
- I. Enable limited changes to previous period's payroll data as to allow for correction of misstated data.
- J. Enable MDCR to track and manage outside employment of staff according to County guidelines. Staff is required to file periodic reports affidavits on outside employment with management approval.

10. GENERAL TECHNICAL REQUIREMENTS

MDCR staff is located at various locations throughout the County. The proposed Solution will be required to be accessed via the Internet by multiple users at the same time twenty-four hours, seven days a week, 365 days a year. The proposed Solution will be required to interface with other County applications including but not limited to time collection devices (including but not restricted to proximity readers, and/or biometric scanners, etc.), the County's Payroll Time and Leave System, E-Notify, and the MDCR Cisco IP Telephony system (CallManager) and IVR. All required interfaces are further detailed in Section 13 "Interfaces". It is highly desirable that the proposed Solution be capable of being interfaced with MDCR's staff identification cards.

The proposed Solution, at a minimum, will meet the following general technical requirements:

- A. Proposed Solution will have the ability to be interfaced with MAPI compliant e-mail systems to distribute available assignments and receive bids; and will utilize open standard technology that will allow Miami-Dade County to integrate applications that may be acquired in the future.
- B. The Proposer's proposed computer hardware will comply with the current MDCR Information Technology policy of implementing a clustered configuration with primary and fail-over systems with data recovery accomplished on an off-site system for Continuity of Operations/disaster recovery plan. Proposers are required to recommend and put in place an alternate mechanism by which MDCR will continue to function, should the proposed Solution be unavailable or unreachable due to force majeure.



- C. The proposed Solution will provide a network-based architecture that permits full application access to remote staff using wide area network connectivity as well as a robust Internet platform.
- D. Solution will allow temporary duty assignments for administrators allowing individuals to have a higher security access for a specific time period.
- E. Solution's platform will provide for a complete toolset for customization, interfacing, development, reporting, productivity and decision support, tuning and monitoring, and change management and migration.

11. PROPOSED SOLUTION ARCHITECTURE

The proposed Solution's technical architecture is expected to be capable of running multiple instances of the application to handle production; development, test, and staging with fail over. At a minimum, the proposed Solution should be capable of the following:

- A. Proposed Solution will be able to operate on workstations regardless of operating system. It will utilize Web technologies to manage data. It will also be transaction or event based, and will provide full audit trail capability with time and date stamp.
- B. Solution will log and be track each transaction as to who has done it, what was done, why and when.
- C. Solution will provide the ability to update the system's database in real time, keeping an accurate roster at all times.
- D. Proposed Solution will have complete hard copy and tutorial online documentation. It will allow field validations to reduce data entry errors.
- E. Solution will be fully integrated in such a way that a change made in one section of the software will automatically be transmitted to all other appropriate sections of the software, including interfaces.
- F. Proposed Solution will enable site-specific configuration through user definable codes and parameters, and be scalable to accommodate future growth within MDCR. This may include the possibility of more personnel and additional locations.
- G. Solution will have the capability to support a minimum of 300 concurrent users working simultaneously without response time degradation. An application/system stress or load test will be required as part of the Solution acceptance process.
- H. Proposed Solution will allow the contents of data files to be saved to external files in formats suitable for importing into other databases, spreadsheets, desktop publishing and word processing packages. (*Note: MDCR standardizes on use of the Microsoft Office Suite.*)
- I. Proposer will implement at least a fully redundant production system, a development system to mirror the production system.
- J. Proposed Solution must be compatible with Miami-Dade County Antivirus standards of Trend Micro, an antivirus and internet content security software, and must conform to periodic monthly operating system updates.
- K. The proposed Solution will be able to integrate with Miami-Dade County Lightweight Directory Access Protocol (LDAP) for system access and login. The County has implemented IBM's Tivoli Access Manager as well as Microsoft Active Directory.
- L. Proposed Solution will provide granular security authentication to be facilitated by Active Directory Security Groups.
- M. Proposed Solution will be Web-enabled such that staff would only need a browser. No client software can be installed on staff's desktop.
- N. Proposed Solution can store pictures and the like on the file system and not directly on the proposed Solution's database.



- O. The Proposed Solution hosted at ETSD is expected to provide remote access to users via Secure Socket Layer (SSL) Virtual Private Network (VPN). An antivirus program must be running on the device wanting access to the network. Otherwise, the proposed Solution must be installed in a secured zone of the County's network with an access Web page in the Demilitarized Zone (DMZ).

12. GLOSSARY OF MDCR TERMINOLOGY

- 1) **Absence:** Staff's failure to report to work as scheduled or to complete an assigned shift as scheduled, either through a preapproved or unscheduled leave.
- 2) **Absenteeism:** Staff's habitual failure to report for work or a pattern of frequently unplanned absences over time.
- 3) **Alpha/Bravo:** MDCR maintains a current 2 shift, 12 hour deployment schedule (alpha/bravo) which lists all personnel to include staff's contact information. The alpha/bravo list is updated bi-annually and will be utilized to notify staff of alpha/bravo assignment when the COOP is activated.
- 4) **American Federation of State, County, and Municipal Employees Union (AFSCME):** An authorized collective bargaining unit for specific job classifications within the County.
- 5) **Bid Conference:** A meeting of key MDCR staff in order to finalize all bid assignments for staff scheduling.
- 6) **Bid Transfer Order:** A memorandum announcing the result of the bid process.
- 7) **COOP:** A plan that contains procedures to ensure the continuation of mission essential functions in the event that any facility or office building is threatened or incapacitated and the relocation of inmates, personnel and functions is required.
- 8) **Days:** Unless specified otherwise, days will mean calendar days.
- 9) **Department/Division/Locator (DDL):** A code used on the Payroll and Attendance Record (PAR), overtime and leave requests, and other personnel-related documents in the following format DD-dd-LL, where DD=39 for department, dd=division and relates to assigned work division, and LL=specific location that may define shift.
- 10) **Emergency:** A situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.
- 11) **Family and Medical Leave Act (FMLA) of 1993:** Title 29, Part 825 of the Code of Federal Regulations that entitles qualified staff up to 12 weeks of continuous/intermittent paid or unpaid leave per calendar year for the birth and care of his/her newborn child; for placement of a son or daughter for adoption or foster care with staff; to care for a spouse, child, or parent with a serious health condition; or when staff is unable to work because of a serious health condition.
- 12) **Intermittent Leave:** FMLA Leave taken in separate block of time for a single illness or injury.
- 13) **Leave Anniversary Date:** the date following completion of the probationary period of the current classification/status.
- 14) **Leave of Absence:** a Leave of Absence (LOA) is an approved absence without pay for a maximum period of one 1 year, and a minimum period of 1 pay period. This may be renewed through proper approval for up to 2 years.
- 15) **PAR:** The PAR (Payroll and Attendance Record) is the County document used for recording staff time worked and leave usage.
- 16) **Pay Period:** Pay period means the County's 14 calendar day payroll period as referenced on the County HR website: http://www.miamidade.gov/hr/library/compensation_2010_pay_schedule.pdf



- 17) **Pay Period Number:** Pay period number means the number of the creditable pay period for that leave year. The first creditable pay period after an employee's leave anniversary date is pay period number one.
- 18) **Pay Status:** Staff is in pay status during any period for which they are receiving payment for time worked or paid leave time (annual leave, disability leave, jury duty leave, etc.). Worker's Compensation payments alone do not constitute pay status.
- 19) **Real-Time:** The actual time during which a process takes place or an event occurs.
- 20) **Reasonable Accommodation:** Reasonable accommodation includes modifications or adjustments to processes, positions, worksites, schedules or equipment which allows an applicant to apply for a job or staff to perform the essential functions of the job.
- 21) **Restricted Duty (administrative)** – Temporary work restrictions for assignments and posts as determined by MDCR.
- 22) **Restricted Duty (medical)** – Temporary work restrictions for assignments and posts as determined by a health care provider.
- 23) **Roster:** Rostering is the process of creating weekly assignments, based on the daily information developed.
- 24) **Schedule:** an outline description of the things somebody is to do and the times at which they are to be done.
- 25) **Scheduled Absence:** An absence from work that has been approved at least 16 hours in advance by staff's appropriate supervisor.
- 26) **Shift Exchange:** An agreement between two employees to work for each other during an assigned shift.
- 27) **Specialty Assignments:** Assignments of sworn and some civilian staff below the rank of Captain to positions requiring enhanced factors for reasons that will improve the effectiveness or efficiency of MDCR in accordance with collective bargaining agreements.
- 28) **Staff Adjustment:** The temporary placement of staff at a different job assignment located at a different budget index code.
- 29) **Suspension:** Temporary prohibition of staff from performing official duties due to disciplinary action.
- 30) **Temporary Hardship:** Staff hardship is any uncontrollable or unplanned occurrence that interferes with an individual's responsibility to carry out their assigned duties without having an adjustment made to temporarily alleviate the situation or problem until better arrangements are sought and made.
- 31) **Transfer Order:** A Transfer Order will be prepared whenever staff is transferred from one Department division, bureau, facility, section, unit or shift to another.
- 32) **Tour of Duty:** The regularly-scheduled period when staff is in pay status as reflected on the PAR.
- 33) **Unauthorized Absence:** An unscheduled absence that is not requested in accordance with procedure and cannot be substantiated via reasonable explanation, appropriate documentation, and/or supervisory verification is an unauthorized absence without pay and will be recorded and charged as U (Unauthorized) or UN (Unauthorized no-call) on the PAR.
- 34) **Unscheduled Absence:** An absence from work that has not been approved at least 16 hours in advance by staff's appropriate supervisor.
- 35) **While You Were Out Request Slip (Pink Slips):** Staff reporting for duty on his/her regularly assigned shift, who desires to work overtime the next shift (e.g., if staff works 7x3 shift and wants to work 3x11 shift for overtime), will proceed to the Staffing Supervisor's desk to obtain and fill out a "While You Were Out" request.



13. INTERFACES

The proposed Solution will be required to interface with other County applications. The proposed Solution must provide MDCR with the ability to import existing information, such as current or historical data from the respective system of record prior to implementation. Upon request, record layouts and other pertinent information will be given to the proposer who is awarded the solicitation.

The proposed Solution will be required to interface with eight County Systems: : PT&L (the County's home-grown Payroll Time and Leave), County Blue Book, Orion's eNotify System, PeopleSoft/Oracle Enterprise Resource Planning Human Resource Module, MDCR's Cisco IP Telephony IVR System, MDCR Employee Information Database (EID), and the MDCR Training System.

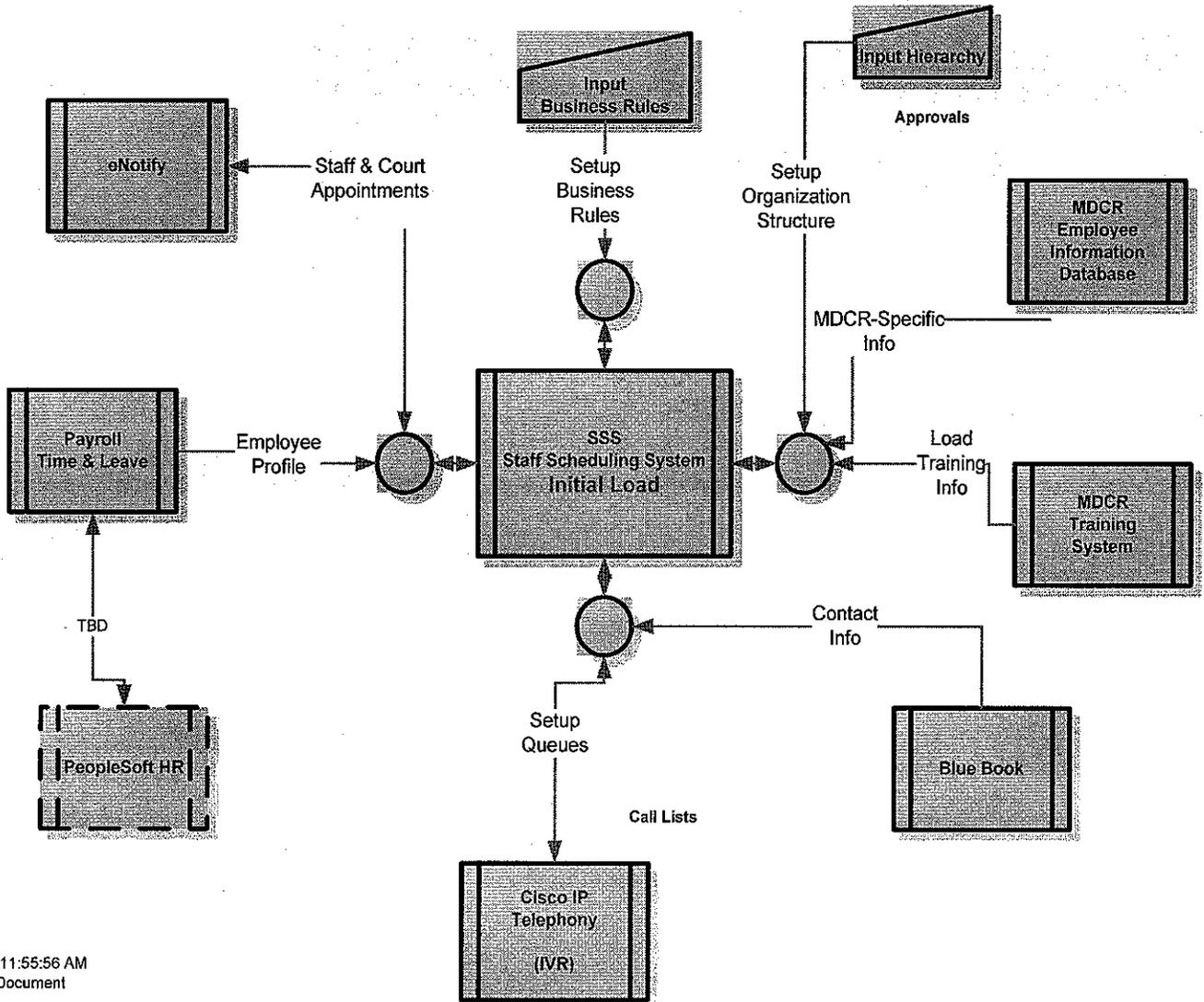
A. Initial Load will include data from: PT&L, Blue Book, EID, Training, eNotify, and PeopleSoft HR for the following:

- PT&L: for staff profile and payroll information (including the Personnel Master File)
- County Blue Book: for staff contact information
- EID: for MDCR-specific personnel info such as officer credentials, contact information, etc.
- MDCR Training: for staff training data
- E-Notify: for Court Appointments
- PeopleSoft/Oracle ERP: for staff structures (immediately after Proposed Systems' implementation).

B. Initial Load Diagram - Please see below illustration for the initial load interfaces that will be required.



Miami-Dade Corrections & Rehabilitation Department
 Staff Scheduling System
 Initial Load
 (Web Services Preferred)



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C. Day-to-day Processes

As information is being changed in the system of record, the updates need to be passed to other stakeholder-systems as they take place. However, since PT&L has no existing interface to e-Notify, and that the functions of adding/updating staff information takes place manually in e-Notify, proposed Solution will pass all updates it receives from PT&L to e-Notify to ensure staff schedule is synchronized across systems. The PeopleSoft/Oracle ERP System may be interfaced to the Staff Scheduling Solution to become the system of record for staff time labor, including organizational structures at the County. Therefore, proposed Solution will need to be flexible enough to be interfaced seamlessly. Lastly proposed system will need to seamlessly interface with the Cisco IP Telephony / IVR system at MDCR to enable MDCR to reach out to its workforce electronically via audio and/or data.

13.1 Interfaces Description

13.1.1 PT&L:

A. Initial Load



As the system of record, at proposed Solution setup time we will pull from PT&L staff profile information such as name needed by the proposed Solution for each MDCR eligible staff. Other information such as payroll-specific information will be necessary, like index code/DDL, paid amounts under each code, etc.

B. On-going

As the system of record for staff information PT&L will interface with the proposed Solution as follows:

1) To Proposed Solution:

As the information changes in PT&L, and preferably in real time, using Web Services, PT&L will pass the updates to proposed Solution. These changes will include, but will not be restricted to information such as name, address, status, etc.

After processing the payroll, PT&L will pass to the proposed Solution the paid amounts within each code for management reporting purposes in the proposed Solution.

2) From Proposed Solution:

- i. **Organizational changes** - As staff move within the department as a result of the bid process or transfers, the proposed Solution will pass to PT&L the organizational changes, including but not restricted to DDL (Department, Division, Locator code), and index codes.
- ii. **Schedule changes** - When staff schedule changes permanently, the proposed Solution will pass that change to PT&L on a separate record per each staff' schedule change.
- iii. **Payroll for each and every pay period** - After MDCR Payroll unit validates the time and attendance information in proposed Solution, the Solution will interface in batch mode with PT&L to pass the payroll information for the current pay period, in the format of the current DPAR, as per deadlines specified by central HR.

13.1.2 County Blue Book:

A. Initial Load

MDCR staff contact information will be taken from the County blue book table. This data is formatted in MS SQL SRV 2005. It is anticipated that the selected Proposer will load this data at startup into the proposed Solution.

B. On-going

As the system of record for staff contact info, any change made to the County's Blue Book data on proposed Solution we would need passed back to the Blue Book repository. It is preferred that these interfaces be completed via web services.

13.1.3 Training System

Initial load

As the system of record, MDCR staff's training information will be taken from this file to load proposed Solution at startup.

Training requirements and administration will be handled in the proposed Solution. Therefore there is no need to pass any information back to the MDCR Training System.



13.1.4 Employee Identification Database (EID)

Initial load

This database is the core of staff data, this database contains any data related with staff. As the system of record, MDCR-specific staff information will be taken from this file to load onto the proposed Solution at startup.

MDCR specific staff information will be handled in the proposed Solution. Therefore there may not be a need to pass any information back to the EID. Further analysis is being done.

13.1.5 eNotify

A. Background

The proposed Solution will interface to eNotify (a vendor application owned by Orion, used to create and serve subpoenas to sworn officers and other County personnel). Inherent in the eNotify process is the acknowledgement of having received an electronic subpoena as the required electronic sign in and sign out for Courthouse procedures. Because eNotify is heavily reliant upon staff' schedule, any staff change as well as schedule change needs to be synchronized with eNotify. Also, eNotify subpoena recipient data is kept within the eNotify application. It is essential that MDCR use the proposed Staff Scheduling Solution as the sole repository point and method of maintaining staff organization related data. Manual entry of staff, their schedule, and leave into e-Notify will be disabled for all MDCR staff. The synchronization needs to occur automatically.

B. Initial load

Initially, there will be an extract file created from eNotify to populate the proposed Solution. The proposed Solution will be the office system of record for staff's schedule, when the proposed Solution is being implemented; all court appointments need to be loaded into the proposed Solution from eNotify, based on employee-id/badge-number/court-id translation. The fields to be passed are: officer name, employee number, badge number, appointment date, time, location.

C. On-going

The following Web Services will be required to establish effective interfacing between the proposed Solution and eNotify:

- The proposed Solution will invoke three Web service that eNotify will execute to add new staff or update staff's status, or make changes to staff's personal calendar in eNotify.
- eNotify will invoke a Web Service that the proposed Solution will execute, to pass court appointments to the proposed Solution.

The following sequence of functionality must be provided in the proposed Solution:

- 1) As the last step in the process of adding new staff member with their schedule, proposed Solution must initiate a Web Service that eNotify will execute to add this new staff.
- 2) As the last step in the process of updating staff' schedule, the proposed Solution must initiate a Web Service that eNotify will execute to update staff's calendar in the eNotify system.
- 3) The proposed Solution must update e-Notify via Web Service call as the last step in the process of modifying any schedule change or approved leave request.
- 4) The proposed Solution will need to execute a Web Service (Court Appointments) that is initiated by eNotify to obtain and subsequently update court appointments as they occur. The employee ID and appointment date are necessary to cause the update to take place.



- 5) The proposed Solution should not allow maintenance of court appointments and neither should eNotify change the other appointments.

** Note: The process described presumes that staff exists in the eNotify database along with all corresponding schedule data. MDCR will use the proposed Solution as the system of record for maintaining court appointments info. Changes to schedule will be passed to eNotify by use of Web Services.*

13.1.6 PeopleSoft/Oracle ERP HR Module

A. On-going

Proposed Solution should meet standard XML interface formats for Time and Labor and HR. For Time and Labor, interfaces will be needed that detail time transactions by day, allow for punch in/out times, and include shift details, "from-to" time, date/time user stamps for entry and approvals of time information. Exception editing and reporting should be available for time related information. In addition, from an HR information perspective, the roster system should be capable of establishing a bi-directional feed to/from the PeopleSoft HR application (employee demographics, job/locations structures, and organizational hierarchy information).

Interfaces will need to occur based on transactional triggers related to staff activities (transfers, hires, terminations, promotions, etc) and based on scheduled process criteria (daily, weekly, bi-weekly, etc). Furthermore, the PeopleSoft HR and/or legacy application will be the "System of Record" for staff, job, supervisor structures, and time and labor transactions, and therefore, interfaces to/from PeopleSoft will be needed. The proposed Solution should also interface staff schedules to PeopleSoft for the purpose of absence management and tracking.

13.1.7 MDCR's Cisco IP Telephony/IVR

A. Initial Load

There will be configuration necessary to interface the proposed Solution with MDCR's Cisco IP Telephony/IVR system. With MDCR's approval, the selected Proposer will provide the programming and other resources necessary to setup and configure an interface to accommodate connectivity between the proposed Solution and MDCR's IP Telephony / IVR.

B. On-going

The proposed Solution will interface with MDCR's Cisco IP Telephony / IVR system for outbound and inbound calling. That system is running the AVVID release 4.3.1. MDCR is in the process of upgrading to release 7.1.3. It is expected that all communication to staff from the proposed system will go through the phone system, as well as the inbound schedule calls.

13.1.8 Other File Formats

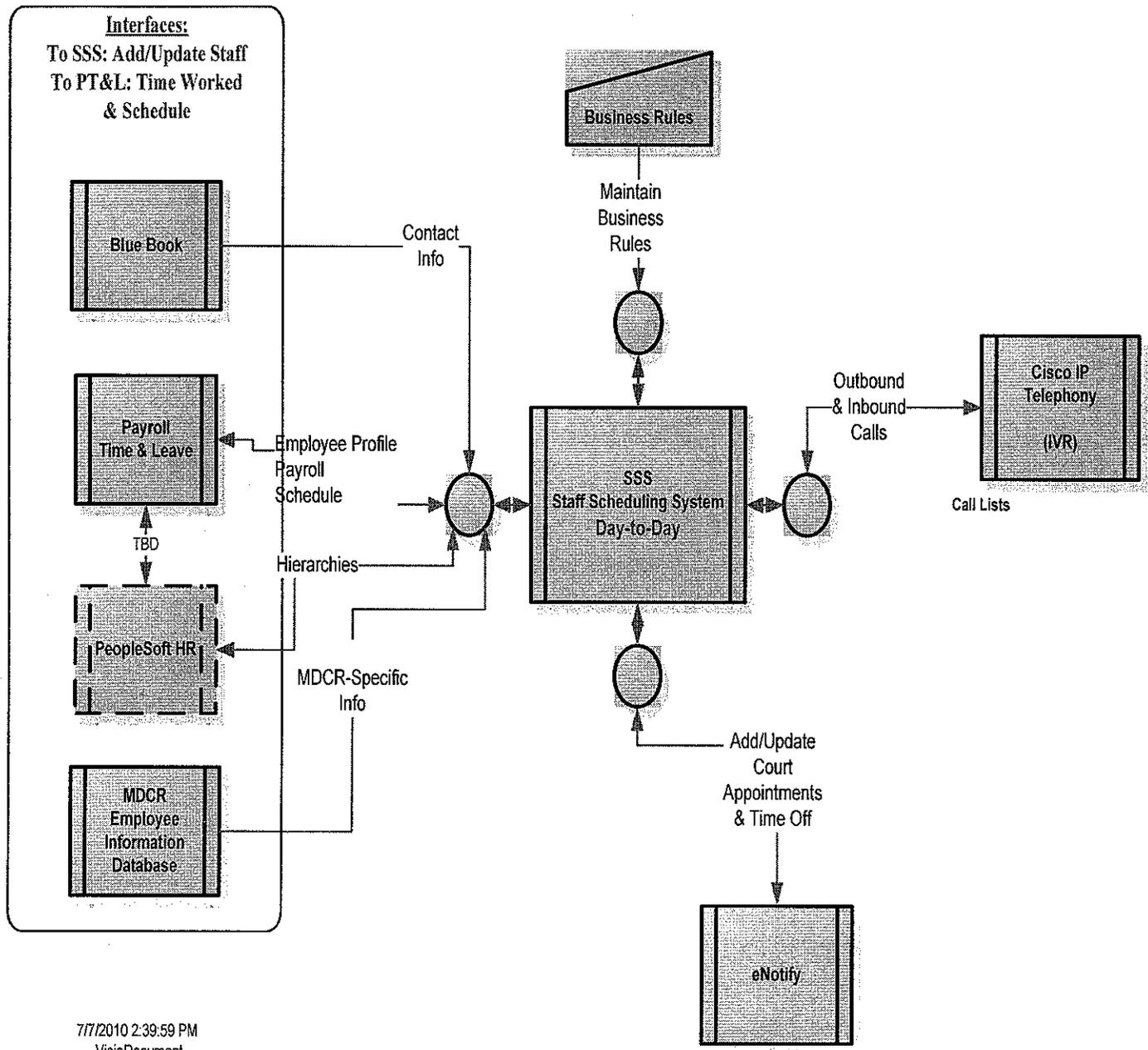
The proposed Solution should be able to accept input from other formats, such as Excel, CSV format, Lotus 1-2-3, Crystal Report, Report Writer, PDF, open source non-proprietary formats, etc.

13.2 Interfaces Diagram

Please see the below diagram illustrating the required interfaces.



Miami-Dade Corrections & Rehabilitation Department
 Staff Scheduling System
 Day-to-Day
 (Web Services Preferred)



14. **SECURITY**

The proposed Solution will provide MDCR with the ability to govern scheduling authority with a sophisticated security system, using a unique user ID and secure password. The Solution should provide comprehensive security capabilities including layered security, limiting individuals control over specific units and /or function as specified and controlled by the administrator. The Solution should be equipped with a robust security setup as well as have internal processing controls that prevent incomplete data from being entered into the database. The proposed Solution will have database administration capabilities that will allow the MDCR System Administrator to manage user access and provide for the development of user accounts and provide for



password protection. Multiple levels of user security must be available that provides read-only, read-write, update and full-control access. Database administration functions should provide the ability to selectively "lock" certain database tables/records, etc.; and to allow access to different groups of employees based on authority. It will enable adequate data security, protection; and integrity must be ensured while allowing multiple users to work on the same database simultaneously.

The proposed Solution will:

1. Limit access to approved County users who are members of the County's network.
2. Give MDCR's designated administrator the ability to limit users to certain transactions, certain workstations, workstations.
3. Provide different user defined levels of user access and security that can be applied to data, screens functions, type of transaction and business process, formulas, reports and queries.
4. Provide user defined security profiles to facilitate adding users and changing privileges, integration with other system through defined interfaces or Open Architecture/APIs.
5. Control or restrict user access to the database and specified application system functions. Security roles will be established to determine user access.
6. Have the ability to generate a report stating all actions taken or changes made, and will provide the ability to establish and assign security levels.
7. Be web-based so that MDCR staff only needs a browser to access the software.
8. Provide a network-based architecture that permits full application access to remote staff using wide area network connectivity as well as a robust Internet platform.
9. Provide the ability to securely access, and use the scheduling system through the internet and intranet without restriction.
10. Proposer will:
 - a. Provide a plan for implementation of new releases. Should customizations be necessary, it will not prevent MDCR from utilizing/applying any future upgrade. Proposer will provide a plan for distributing and applying system fixes.
 - b. Provide history on frequency and impact of system releases. The Proposer will propose a method of identifying the version number of all system modules and will maintain a record of the current release and all previous releases and the reason for modification of the system.
 - c. Provide ability to automatically keep an audit trail of all inbound and outbound telephone calls generated by the system.
 - d. Provide the design for a hardware platform solution that:
 - i. Facilitates optimal utility, stability and speed
 - ii. Is easily integrated into MDCR's network topology
 - iii. Is modular and is easily upgraded
 - iv. Facilitates system security and provide dependability

15. HOSTING

Proposers are requested to provide pricing for a County Hosted Solution to be housed at the Enterprise Technology Services Department (ETSD) Data Center. MDCR owns all rights and title to the data stored in the database of the proposed Solution. The Solution will be housed at and supported by the selected Proposer at ETSD; and production will be accessible to users 24 hours per day, 365 days per year.



ETSD will provide enterprise hosting and technical support to MDCR for monitoring and maintaining operations of infrastructure environments to include application support in conjunction with the Selected Proposer. Implementation of proposed Solution will adhere to the specifications stated below.

15.1 Concept of Operations

1. Changes to the Production environment will be introduced through the change management procedures administered by ETSD.
2. The Customer's Test and Staging Environments will be hosted and supported by ETSD; notification of downtime will be provided with as much advance notice as possible.
3. All user-ids must be defined to the Miami-Dade County Central Registration System (CRS).
4. Requested modifications in a shared environment may be restricted during prime time given their potential requirement for large system resources to execute. Changes of this nature will be scheduled at a time mutually agreed upon.
5. Applications to be deployed to the WebSphere Application Server (WAS) environment must be packaged for deployment using the WebSphere Deployment Manager. For preparation of applications to be deployed on WebSphere Application Server see:
http://publib.boulder.ibm.com/infocenter/wasinfo/v6r0/index.jsp?topic=/com.ibm.websphere.express.doc/info/exp/ae/tatk_create_ear.html
6. ETSD has an Acceptable Use Policy (AUP) that must be followed. If violations of the ETSD Acceptable Use Policy occur, ETSD reserves the right to terminate services with or take action to stop the offending customer/vendor from violating ETSD's AUP as ETSD deems appropriate, without notice.
7. Script sharing with other domains is not permitted. Any scripts deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.
8. ETSD does not offer any type of remote shell access under any circumstances, including TELNET, Secure Shell Protocol (SSH), Secure File Transfer Protocol (SFTP) or Secure Copy Protocol (SCP).
9. ETSD is restricted from implementing changes during periods of "moratoriums" such as during countywide Elections and Tax Collection season. These moratorium periods are well established ahead of time and enforced through the Change Management Process.
10. Vendors and contractors will be made aware of previously established production on-call procedures and will be asked to comply with them.
11. Vendors must provide minimum hardware requirements as part of their proposal response and complete Form B-1 with the applicable pricing information.
12. Vendors must provide recommended architecture.
13. Vendors must have in-house staff with knowledge on technologies for system set-up and support.
14. For vendor owned equipment housed in County facility (co-located) where the vendor supports and maintains the equipment while the County provides electricity, air conditioning and may swap out tape trays for backups:
 - For Intel-based equipment
 - Equipment must be rack mountable.
15. County can provide virtualized servers within the shared services infrastructure based on vendor supplied configurations.
16. For non Intel-based equipment an environmental analysis will need to be conducted before the County can determine if space and the associated environmental requirements are available.
17. GSA will provision electricity at an associated cost.
18. County does not endorse equipment that requires stand alone tape backup trays and prefers that the vendor solution can be integrated within the existing Symantec NetBackup shared infrastructure.

15.2 Database Management



1. Proposer will allow MDCR to extract real-time data for reporting purposes, and will provide "views" of the database for reporting purposes.
2. Proposed Solution will provide an operational platform that allows for fail over database to be used for online reporting without impacting production-oriented processes, should load be an issue.
3. The database must be ODBC compliant and support open database architecture and connectivity.
4. Database will be capable of accessing digital pictures, images and signatures stored on the file system without response time degradation.
5. Access to the Production database environment with DBA/SA privileges is limited to the ETSD authorized database support.
6. It is the responsibility of ETSD DBA staff to migrate at times deemed appropriate new database objects to the production database.
7. Users connecting to the database through the applications must do so with a unique user-id known to the Data Base Management System (DBMS). The application must encrypt the password in such a way that the particular user-id cannot be used for logon through some other third party tool using an Open Database Connectivity (ODBC) connection such as TOAD or Microsoft (MS) Access.
8. Databases or portions thereof may not be transported offsite or copied to Test systems without the expressed authorization of the ETSD Security Administrator.

Please refer to Attachment 1 "ETSD Infrastructure Technology Model Database Systems" for more information regarding database requirements.

15.3 Application Test/Staging Environment

1. Proposed Solution must have a Production and Test environment.
2. Maintenance services should include correction of any defect affecting any of the components of the infrastructure. Resolutions of problems may be delivered in the form of a fix, patch, maintenance update, procedural work around or installation of a new release. Some corrections may be required to be implemented immediately such as changes or patches dealing with Security vulnerabilities are expedited and must be treated as very high priority.
3. Support services for the Test/Staging environments are available through ETSD with on-site support between the hours of 8 am and 5 pm Monday through Friday, excluding County Holidays, unless coordinated in advance.
4. The Application Test database environment is available with support from the on call staff from 7 am to 7 pm, Monday through Friday, excluding County Holidays, unless coordinated in advance. The Test databases are restricted environments; schemas passwords are not published. The Staging database is not restricted; schema passwords are published.

15.4 Security

Proposed Solution will be required to provide the following:

1. Provide the ability for each user to be uniquely identified by ID.
2. Provide basic authentication through use of complex passwords.
3. Provide the ability to enforce password expiration.
4. Provide the ability to require automatic password expirations when initially assigned or reset.
5. Provide ability to configure password parameters such as password lengths, user access to expiration settings and other behaviors, enabling alphanumeric characters, etc.



6. Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
7. Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
8. Provide a password database encrypted in storage.
9. Provide ability to protect audit logs from unauthorized access.
10. Provide ability to log activities performed by specific user ID and IP address and to time-date stamp all activities.
11. Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
12. Provide ability to limit concurrent sessions.
13. Provide ability to log changes to administrative functions.
14. Provide ability to automatically archive audit logs.
15. Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
16. Provide ability to send alerts to administrators for unauthorized access attempts.
17. Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
18. Provide ability to lock out user or group ID by date or time.
19. Provide centralized administration, user authorization, registration and termination.
20. Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:
 - a. Full name (if not common)
 - b. Social Security Number or National identification number
 - c. Telephone number
 - d. Street address
 - e. E-mail address
 - f. IP address (in some cases)
 - g. Vehicle license plate number
 - h. Driver's license number
 - i. Face, fingerprints, or handwriting
 - j. Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
 - k. Bank Account Routing (RTN) and Account numbers
 - l. Digital identity

16. PROPOSER RESPONSIBILITIES

The selected Proposer will be required to do the following:

- A. Appoint a Project Manager who will be required to oversee the project from inception to full implementation. At the request of MDCR, the Proposer will change the Project Manager.
- B. Perform all tasks and services for the design, development, delivery and integration of system to ensure that a complete system is implemented.
- C. Any proposed modifications to the existing MDCR computer and networking infrastructures must be detailed in the proposal and price quoted by the Proposer.
- D. Review current automated procedures, contracts, internal routing, and scheduling techniques, interfaces with other required MDCR systems and reports. The review will include interviews with MDCR personnel in all the affected areas.
- E. Hold regular progress meetings. Meeting minutes and document agreements reached during the meetings will be prepared by the Proposer for approval by MDCR.
- F. Install the system on hardware on MDCR's infrastructure in order to begin initial data development.



- G. Give a complete and detailed demonstration of the system before the proposed system goes live.
- H. Conduct a GAP analysis after contract award to develop a "System Specifications" document based on the review of pertinent MDCR policies and business processes. This "System Specifications" document will become the detailed scope of work for the project and will include at a minimum:
1. Proposer and County responsibilities
 2. Assumptions & constraints
 3. Project tracking and reporting procedures
 4. Description of the proposed system components
 5. Fields and screens description
 6. Database components description
 7. Reporting components description
 8. Hardware and operating environment required by MDCR to successfully operate the proposed system, including any required third-party
 9. Specifications for interfaces with related systems, and enhancements required to existing systems, if needed
 10. Staffing requirements to administer/run/maintain proposed system
 11. Project tracking and reporting procedures
 12. Meeting summary notes, interviews and questionnaires used in the data gathering process
 13. Naming conventions
 14. Quality assurance plan and required accuracy
 15. System Installation Document to include the following:
 - a) Project Plan
 - b) Conversion Methodology
 - c) Product integration including:
 - I. Data Development
 - II. Personnel Training
 - III. Acceptance testing
 - IV. Final Documentation
 - d) Maintenance procedures (backup, recovery)
 - e) Version control procedures
 - f) Production operations and procedures
 - g) Archiving plan and procedures for moving data from "live" to "historical" environments.
 16. The selected Proposer will test the proposed Solution in accordance with test procedures to be developed by the Proposer and approved by MDCR.
 17. The selected Proposer will:
 - a) Provide personnel to install, to supervise and to test the system from start of installation through final acceptance of the system.
 - b) Have the responsibility for the installation, configuration and activation of the system.
 - c) Provide the necessary security protections which will not interfere with the operation of existing systems.
 - d) Be responsible for preparing, with MDCR's approval, all testing, material, plans and procedures, and will prepare test reports describing the results of testing.
 - e) Obtain all modules and component deliverables as a single offering, all-inclusive, without having to divide licenses into functional areas.
 - f) Transfer one (1) year of data that is currently contained in a series of files and hardcopies of the current system to the proposed system.
 - g) Cooperate with MDCR in resolving all issues or problems with related enterprise applications for the life the contract with proposer.



- h) Upgrade proposed system as dictated by legislative and/or regulatory requirements/changes.
- i) Provide the mechanism to comply with MDCR record retention policies; for example a multi-level archive could be constructed like:
 - I. Live retention will include future, current, and past information up to 3 years ago;
 - II. 1st level archive will include information 3+ years up to the legal and departmental requirement; this information must be available immediately;
 - III. 2nd level archive will include information from inception to date.

17. TRAINING AND DOCUMENTATION

The selected Proposer will be required to deliver a comprehensive training plan that will provide both in classroom hands on training as well as an online interactive e-learning training guide. The training will be conducted based on the proposed Solutions functionality and the tasks to be performed. The training curriculum will be approved by MDCR prior to the Proposer performing the training. The Proposer will train MDCR personnel in the most efficient use of the applications; hands-on preferably. Training locations will be provided by MDCR. It is anticipated that approximately 2903 MDCR employees will require training.

- A plan for training MDCR' Subject Matter Experts. This is known as "Train the Trainer" approach. Thirty (30) MDCR staff will be selected as Subject Matter Experts to be able to conduct trainings with MDCR staff. In the training plan, the hours required as well as approach and methodology should be detailed and include all required training aids and resources.
- If proposed system's training is not already interactive, Proposer will submit a quote for converting the training curriculum into an online training. It is desired that the Solution have the functionality to provide help and training features as part of the package. The County owns the User Productivity Kit (UPK).

The Proposer is required to provide the following training, at a minimum, for one hundred and twenty (120) general users:

- Fully explain and provide instruction on how to operate the Solution. Proposer will train individuals from three shifts.
- Training is to be conducted any day of the week, to cover all shifts. Miami-Dade County will provide facilities for all training.
- Training is to be completed within one month from the Final Acceptance of the proposed Solution.

The Proposer is required to provide the following training, at a minimum, for four (4) System Administrators:

- Technical instructions and systems schematics depicting the implementation structure, and work flows.
- Proposer will provide documentation on all utilities, tools and report writers necessary to operate and administer the system.
- Documentation on all included interfaces to applications, devices and standards.
- Documentation in software or other media format consistent with supported County enterprise solutions.
- Training support through systems acceptance after implementation.

18. MIAMI-DADE CORRECTIONS & REHABILITATION'S RESPONSIBILITIES

MDCR will assign a Project Manager to oversee the implementation of the project. The Project Manager will be the point of contact between MDCR project steering committee and the Proposer. MDCR Project Manager will coordinate and document all meetings, reviews and tests between the project steering committee and the Proposer.



During implementation, MDCR will provide the Proposer temporary workspace at installation sites. Upon proposer's request, MDCR will also do the following:

- I. Make locations available for training.
- J. Provide to the Proposer all documentation, union contracts and other pertinent information related to the project,
- K. Provide all pertinent data to be loaded on the proposed system's database.
- L. Provide the Proposer documentation on MDCR's network architecture and infrastructure.
- M. Participate in all design review meetings and approve all designs that are in accordance with MDCR's requirements.
- N. Review the Proposer's documentation, training materials and manuals and provide comments. MDCR will identify staff to be trained at least thirty (30) days prior to the commencement of the training.
- O. Review and approve all test procedures, documents and materials and will participate and oversee all testing. Final acceptance of the test results will be the responsibility of the Project Manager of MDCR.
- P. Coordinate access to all MDCR's facilities to the Proposer and its authorized personnel.
- Q. Provide the Proposer with the list of personnel to be trained.
- R. Review and approve the standards for all electronic documents that will be submitted by the Proposer.
- S. Provide the naming conventions, file format of all the files that will be submitted by the Proposer.

19. OPTIONAL SERVICES

A. Software as a Service

Proposer's are requested to provide information on their capability of providing the proposed Solution as a Software as a Service (SaaS). Proposers are requested to submit hosting scenarios with related quotes; full system redundancy, high availability, and continuity of operation as part of their proposal submission. The County reserves the right to exercise this option at any time.

B. Time and Attendance System

MDCR is interested in obtaining a time and attendance system that could be fully integrated into the proposed Solution. MDCR is open to either biometric or card readers to replace typical time clocks or manual processes used to track employee's attendance that are software based. Instead of employees punching a time-card, it is envisioned that staff could simply insert their hand into the reader or swipe their key card and their employee number and other information would be updated directly into the proposed Solution to further streamline and enhance time collection and scheduling.

Proposers are requested to provide information on their capability of providing a software-based time and attendance system with the required equipment that is capable of interfacing directly with the proposed Solution that will allow MDCR to collect and organize your employee time data simply and accurately. All applicable pricing should also be provided on the Form B-1 under Optional Services. The County reserves the right to exercise this option at any time.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.



4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred seventy-five (175) points per Review Team member.

<u>Evaluation Criteria</u>	<u>Points</u>
<u>Technical Criteria</u>	
1. Proposer's relevant experience, qualifications, and past performance in providing a solution similar to what is requested in this Solicitation.	15
2. Relevant experience and qualifications of key personnel including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15
3. Proposer's approach and methodology to provide the services requested in this Solicitation.	20
4. Proposer's implementation and training plan.	20
5. Solution Functionality: Proposer's approach to meet the functional and technical specification requirements described in this Solicitation, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation	
A) Solution's Ease of use	15
B) Solution's capability to meet operational/business needs	25
C) Interfaces	15
D) Reports	15
<u>Price Criteria</u>	
6. Proposer's proposed price will be evaluated based on the value of the proposed Solution and the overall best value to the County.	35

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review



Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.6 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.



4.9 Rights of Protest

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, recommendations to award or reject will be posted on the Department of Procurement Management website.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements



The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificates(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

- Attachment 1 - ETSD Infrastructure Technology Model Database Systems
- Proposal Submission Package
- Form B-1 Price Proposal
- Forms A1 – A6
- Anticipated Form of Agreement
- Byrd Anti-Lobbying Certification



Attachment 1 - ETSD Infrastructure Current Technology Model Database Systems

BACKGROUND:

ETSD provides Database services for applications on five distinct DBMS platforms, of which only 2 are approved for new system development or implementation of new vendor packages.

- The CA-IDMS mainframe based DBMS running under MVS is available only for maintenance and minor enhancements of existing legacy applications.
- The IBM DB2 mainframe based system is a turn key database used exclusively for On-Demand report management on the mainframe and further development is not allowed.
- The IBM UDB distributed database on the AIX platform is used exclusively as a turn key DBMS in direct support of specific IBM products that do not support our standard new systems RDBMS platforms. No development is allowed on this RDBMS platform.
- For new system development or implementation of vendor packages the two DBMS platforms are MSSQL and Oracle. An architectural review would be needed to determine the best DBMS platform for any given application. Factors used to determine the best DBMS platform include, but are not limited to, number of users, data type, total database size, transaction counts, DR, COOP, HA and multi-site co-processing requirements, integration(s) with other systems, internet vs. intranet usage, mainframe legacy interface, and reusability of existing enterprise components.
 - The MSSQL DBMS runs on the Windows 64 bit platform.
 - The Oracle Grid RDBMS system on the Redhat Linux; non-Grid Oracle DBMS runs on AIX platform. Application databases that are CPU and/or I/O intensive are best suited for the AIX Oracle platform.

CURRENT RELEASE LEVELS BY PRODUCT:

- IDMS IDMS Release 16.0 running on IBM ZOS release 1.7 moving to 1.9
- DB2 DB2 Release 7 running on IBM ZOS release 1.7 moving to 1.9
- UDB UDB Release 8 to 9 running on AIX release 5.3 moving to 6.0
- MSSQL MSSQL Enterprise 64 bit running on Windows 64 bit HP Servers
- Oracle Oracle Enterprise Edition Release 11.1.0.7 Grid Certified Systems running on Linux Redhat release AS 4 moving to AS 5 on HP servers or AIX release 5.3 moving to 6.0 Oracle Edition Release 10.2.0.4 – Partitioning is not available.

CURRENT INFRASTRUCTURE CONFIGURATION:

For purposes of this document the IDMS DB2 and UDB infrastructure configurations will not be described since new development or new systems installations are not authorized on these platforms.



Attachment 1 - ETSD Infrastructure Current Technology Model Database Systems

MSSQL

The current County-wide shared platform consists of:

- In the Production environment 2 sets of clustered servers each consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.
- In the Test environment 1 set of clustered servers consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.
- Planned implementation of a mini-warehouse cluster consisting of 2 HP servers with 2 dual core processors running Windows 32 bit and MSSQL 32 bit. This platform will also support legacy link services between MSSQL to Oracle. Due to the inherent stability issues of this type of link service, current legacy systems requiring this service are located in this infrastructure with lower than 95% availability expectations.
- Planned implementation of a small Disaster Recovery Stand-by cluster to be located at the NAP consisting of 2 HP servers with 2 dual core processors running Windows 64 bit and MSSQL 64 bit.

Oracle

The current County-wide shared platform consists of:

- Two Production Multi-Node Oracle Grids consisting of multiple HP 2 dual core servers running Redhat Linux for DBMS systems that fully conform to County standards of operation.
- One Test Multi-Node Oracle Grid consisting of multiple HP 2 dual core servers running Redhat Linux.
- One planned Production Multi-Node Grid consisting of multiple HP 2 dual core servers running Redhat Linux for DBMS systems that do not fully conform to county standards of operation.
- One planned Test Multi-Node Grid consisting of multiple HP 2 dual core servers running Redhat Linux for DBMS systems that do not fully conform to County standards of operation.
- One planned Production Standby and Co-processing Multi-Node Grid consisting of multiple HP 2 dual core servers running Redhat Linux located at the NAP for DBMS systems that require either standby Disaster Recovery operations or require full 24x7 co-processing systems.
- Two planned Production Multi-Node Oracle Grids consisting of multiple HP 2 dual core servers running AIX for DBMS systems that fully conform to County standards of operation.
- One planned Test Multi-Node Oracle Grid consisting of multiple HP 2 dual core servers running AIX.

Within the County-wide Oracle platform customers may select service levels as follows:

- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Non Mirrored Storage
- Standard availability 7 a.m. to 7 p.m. Monday to Friday – Mirrored Storage
- 24 x 7 availability - Non Mirrored Storage
- 24 x 7 availability – Mirrored Storage
- 24 x 7 availability – Mirrored Storage – with offsite standby databases
- 24 x 7 availability – Mirrored Storage – with two site co-processing databases

The County also maintains application specific infrastructures in the AIX and SUN Solaris environment for specialized use systems such as GIS, EDMS, ERP and the like.



Attachment 1 - ETSD Infrastructure Current Technology Model Database Systems

RESTRICTIONS OF USE:

The following general restrictions of use apply to all platforms.

- Access to Production is locked down for access by pre-programmed application sets only.
- Application systems or users are not authorized the use of system administrator or database owner privileges in the production or test environments. Database or Schema Owner privileges are allowed in the test environments when requested.
- Users connecting to the database through the applications must do so with a unique userid known to the DBMS system. The application must encrypt the password in such way that the particular userid can not be used for logon through some other third party tool using an ODBC connection such as Toad or MS Access.
- Databases or portions thereof may not be transported offsite or copied to test systems without the expressed authorization of the ETSD Security Administrator.
- The database infrastructure is dedicated exclusively to managing requests for data contained in the database. Application program sets are not authorized execution in DBMS specific infrastructure. Limited availability of an application specific FTP area will be considered when no other option is available.
- All systems are subject to review and possible denial of service of high resource using SQL statements that impact other users or applications. The database support staff is available to assist application developers in pinpointing problem areas and suggesting possible improvements or design changes to alleviate these high resource SQL queries.
- Any application whether vendor supplied or developed by County staff must provide certification of use on new vendor releases or patches no more than 90 days after the DBMS provider announced General Availability Date. Any DBMS vendor security patch must be immediately certified for use by the application and will be applied as soon as is feasible upon DBMS vendor release.
- The County will not provide support to any database that is not on the current supported release level of the DBMS vendor.
- Storage for databases are provided exclusively through SANs (Storage Array Systems) provided by both HP and IBM devices.
- Images and text documents are not authorized for storage in a database.
- Changes to Production must follow currently published ETSD Change Management procedures.
- For the convenience of our customers and for planning purposes a service lead time table is provided for the typical requests for service at <http://intra/database>
- See Database Security Policies for further usage restrictions.

MSSQL

- Previously known as DTS processing now under the name of SSIS (SQL Server Integrated Services) is not a clustered application. Therefore availability of this service is not guaranteed.
- Mirrored storage is not provided in the MSSQL infrastructure.
- Link services between SQL to Oracle are not provided – (however Oracle to SQL link services are provided).
- SQL Report services are not supported as an operational component within the County-wide SQL database infrastructure.



Attachment 1 - ETSD Infrastructure Current Technology Model Database Systems

Oracle

- All Systems must be Grid Compliant at the current release level supported by the County infrastructure.
- Only Oracle features available from the Oracle Enterprise Edition are available for use. The Oracle Key Features Summary (below) outlines those features that are currently supported.
- Standby and co-processing databases are limited to like infrastructures for the master and standby systems or the co-processing infrastructure.

<u>Oracle Key Feature Summary</u>	<u>Enterprise Edition</u>
Windows	Not Supported
Linux	Supported
Unix AIX	Supported
64 Bit Support	Supported
Total Recall	\$Option
Active Data Guard	\$Option
Fail Safe	Supported
Flashback Query	Not supported
Flashback Table, Database and Transaction Query	Not supported
Oracle Secure Backup	Not supported
Server Managed Backup and Recovery	Supported
Real Application Clusters	Supported
Integrated Clusterware	Not supported
Automatic Workload Management	Not supported
Java, PL/SQL Native Compilation	Supported
Oracle Database Vault	\$Option
Oracle Audit Vault	Not supported
Oracle Advanced Security	\$Option
Oracle Label Security	\$Option
Secure Application Roles	Supported
Virtual Private Database	Supported
Fine-Grained Auditing	Supported
Proxy Authentication	Supported
Data Encryption Toolkit	Supported
Oracle SQL Developer	Supported
Application Express	Not supported
Java Support	Supported
Comprehensive XML Support	Not supported
PL/SQL and Java Server Pages	Supported
Comprehensive Microsoft .Net Support, OLE DB, ODBC	Supported
Real Application Testing	\$Option
Enterprise Manager	Supported
Automatic Memory Management	Supported
Automatic Storage Management	Supported
Automatic Undo Management	Supported
Advanced Compression	\$Option
OLAP	\$Option
Partitioning	\$Option



Oracle Key Feature Summary	Enterprise Edition
Data Mining	\$Option
Transportable Tablespaces, Including Cross-Platform	Not supported
Star Query Optimization	Supported
Information Lifecycle Management	Not supported
Summary Management - Materialized View Query Rewrite	Not supported
Oracle Warehouse Builder	\$Option
Oracle Streams	Supported
Advanced Queuing	Supported
Workflow	Not supported
Distributed Queries/Transactions	Supported
XML DB	Not Supported
Multimedia	Not supported
Text	Not supported
Locator	Not supported
Spatial	\$Option
Secure Enterprise Search	Not supported
Oracle Content Database	\$Option

- * Supported = Currently supported by the County
- * Not Supported = Currently not supported by the County - Additional Funding may be required for Support Staff.
- * \$Option = Currently not supported by the County - Additional Funding for Licenses and Support Staff Required

FUNDING CONSIDERATIONS:

Systems deemed certified for operation on the County-wide platforms are eligible for inclusion in the existing infrastructure if capacity exists to absorb the new system. Under these circumstances, the project is required to fund the additional storage needed by the new application.

Where a system is certified for operation on the County-wide platforms and no capacity exists to absorb the new system, the project will fund the addition required to the infrastructure in order to operate both the Test and Production environments of the new system.

Systems that are not certified for operation on the County-wide platforms are required to fund an adequate separate and complete infrastructure including all hardware, software, licensing fees, and staff installation and ongoing support costs.

Use of UDB for turnkey IBM Products only require the project to fund all hardware, software, licensing fees, and staff installation and ongoing support costs.

Features of databases that are required that are not currently supported may require project funding for licensing and/or support staff.



PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. EPP-RFP 752
STAFF SCHEDULING SOLUTION

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-5, Proposer's Disclosure of Subcontractors and Suppliers
- Form A-6, Fair Subcontracting Policies

4. Byrd Anti-Lobbying Amendment

Complete and sign the Byrd Anti-Lobbying Certification.

5. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and thirteen (13) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
 Proposer's Address
 Proposer's Telephone Number

Clerk of the Board
 Stephen P. Clark Center
 111 NW 1st Street, 17th Floor, Suite 202
 Miami, FL 33128-1983

EPP-RFP No.: 752

RFP Title: Staff Scheduling Solution

Proposal Due Date: August 27, 2010 @ 2:00PM (Local Time)



Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirements for this Solicitation are:

- Proposer has a web-based, commercially available, software solution that has been implemented in a production environment for at least two years similar in scope to the requirements outlined in Section 2.0 of this solicitation document.
- Proposer, excluding subcontractors, must have at least 2 years experience in providing implementation, configuration, maintenance and supporting services to organizations of similar size and complexity of as Miami-Dade County. A minimum of three references are to be provided from either public safety, hospital, or other public organizations where work was performed similar in scope and complexity when compared against the requirements outlined in Section 2.0 of this solicitation document.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
4. Provide your organization's years of experience in the field of scheduling software systems, and specifically, the nature of your experience related to the operation of jail facilities.
5. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
6. Describe how many upgrades and key features/functionalities and/or technical improvements were developed within the last two years. Provide an outline of the major enhancements and future direction of your proposed Solution within the next five years.
7. Provide a listing of all major clients.

Key Personnel and Subcontractors Performing Services



8. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
9. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
10. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
11. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: *After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.*

Proposed Approach to Providing the Services

12. Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization, responsibilities of Proposer's management, and staff personnel that will perform work on this project.
13. Provide a detailed project implementation plan and schedule identifying specific key tasks and duration, to include, but not be limited to, solution deployment, customization, testing, and operational "go-live" dates.
14. Specify all software, hardware requirements, and recommended architecture, needed to meet the requirements outlined in the Scope of Services (Section 2.0).
15. Explain in detail the security measures that have been imposed on your solution to maintain data integrity.
16. Describe the security measures that will be implemented as part of the Proposed Solution and how it meets the requirements outlined in the Scope of Services (Section 2.0).
17. Provide the configuration, methodology, and cost of a disaster recovery infrastructure.
18. Proposer is required to recommend hardware configurations suitable for County users to obtain optimal performance. The County will provide users with client PCs, Microsoft Windows, Microsoft Office, Internet and e-mail services and Ethernet network infrastructure.
19. Provide description of level of software customization Proposer will be performing in order to meet the requirements of this Solicitation's Scope of Services.
20. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc.
21. Provide a detailed explanation on the Solution's infrastructure and the approach to Solution Maintenance. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Specify which are included as part of the Proposed Solution. A sample Software Licensing Agreement (SLA) is requested to be provided as part of your proposal submission.



22. Provide printed screen shots pertinent to the Solution that will assist evaluators in understanding the look and feel of the software.
23. Provide printed screen shots of different help screens available on proposed Solution.
24. Provide sample reports that the proposed Solution will generate that are consistent with the requirements outlined in the Scope of Services (Section 2.0).
25. Provide an overview on how software customization (if required) will be accomplished and the breakdown of number of hours that will be required to meet the requirements defined in the Scope of Services on Form B-1 "Price Proposal Schedule".
26. Please explain the proposed Solution's process for archiving historical records.
27. Please describe how the proposed Solution provides reminders to staff for specific deadlines (for example: hearing dates, certification expirations, scheduled training, etc.).
28. If the proposed Solution will be installed in phases, Proposers must define plans for implementation and integrating the modules for the County's use once been tested and approved by the County in their proposal response.
29. Provide information on the proposed software escrow. All software escrow procedures are to be explained. Please specify how source code, documentation, and validation will be handled through an independent escrow agent throughout the term of the contract including any extensions or renewals exercised by the County.
30. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

TRAINING AND DOCUMENTATION

31. Provide an itemized training plan to describe the training methodology. Explain how the training will be conducted and provide an overview on how the comprehensive training plan for all MDCR users will be rolled out to meet the project objectives. The Proposer will be required to provide documentation on all utilities, technical instructions, system schematics depicting the implementation structure, work flows, tools and report writers necessary to operate and administer the system. Documentation should also be provided for all included interfaces to external applications.
32. Explain how training for MDCR Subject Matter Experts will be conducted for the "Train the Trainer" approach. In the plan, the hours required as well as training aids and resources will be included.
33. If proposed Solution's training is not already interactive, Proposer will include the cost to convert the training material into interactive e-learning module enabling self-training sessions. The cost is to be included as part of the vendor's proposed price and included on Form B-1 "Price Proposal Schedule".
34. Initial training will be conducted on-site. However, Proposers may also provide other types of training including video conferencing and on-line tutorials if desired. Proposers must specify the types of training they will provide, the number of hours of training that are required, and the number of staff to be trained based upon their assessment of the training needs outlined in the Scope of Services (Section 2.0). All pricing for training is to include all documentation, training materials, personnel and hours. This information is to be included as part of the Proposer's proposal response and on Form B-1 "Price Proposal Schedule".

PROPOSED PRICE FOR THE STAFF SCHEDULING SOLUTION



35. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule".

SOLUTION ARCHITECTURE QUESTIONNAIRE

36. The proposed Solution should have multi-level security measures built in to allow the County to define access to the data based on current practices utilized in the County's technological environment. Please explain in detail how this will be accomplished.

37. Please describe the proposed Solution's security features by completing the Security architecture questionnaire below.

Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
General Questions			
Are there any implementations of this solution at other government locations/agencies comparable in size with MDCR? List where in the comments column.			
Operating solution Questions			
Solution is supported for operating solution level AIX 5.3 TL05 or higher with the use of the Virtual IO Server (VIO) which allows for the sharing of Network and SAN resources.			
Solution is supported for operating solution level AIX 6.1 or higher with the use of Workload Partitioning and Virtual IO Server (VIO) which allows for the sharing of Network and SAN resources.			
Solution is supported for operating solution level Windows 2003 Enterprise edition or higher.			
Solution is supported for operating system level z/VM/Release 5.4 or higher and Z/Linux Release 9 or higher.			
Solution is supported for operating system level z/OS 1.11 and higher.			
Solution is supported for operating solution level Red Hat Linux AS 4 or higher.			
Solution is supported for use with CITRIX XenApp v4 or XenDesktop v4 software.			
Database Questions			
Solution is supported for use with Oracle Enterprise Edition Release 11.1.0.7 RAC Certified solutions (Enterprise Solution).			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
Solution is supported for use with AIX Oracle Non-Grid 11.2.0.1.			
Solution is supported for use with MSSQL 2008 Enterprise 64 bit.			
Middleware Questions			
Solution has a web-based presentation layer that is compatible with Internet Explorer version 7 or higher.			
Solution has a web-based presentation layer that is compatible with Netscape version, or higher.			
Solution has a web-based presentation layer that is compatible with Firefox version, or higher.			
Solution is supported on Websphere solution Server 6.x or higher.			
Solution is supported on IIS 6.x or higher.			
Solution does not use non-Microsoft DLL's, Com Objects, DHTML and Active X components			
Solution can be presented as a Websphere Portal Server version 6.x or higher portlet.			
Solution can run in a shared enterprise solution server environment. If no, explain why in the comments column.			
Solution Development, Integration and Support Questions			
Solution is J2EE 1.3 based and includes Servlet 2.3, EJB 2.0 and SDK 1.3.x or 1.4.x.			
Solution is .NET Framework 2.0 or higher.			
Solution is heavy client J2EE 1.3 or higher.			
Solution is heavy client Visual Basic 2005 or higher.			
Solution is heavy client Visual C# 2005 or higher.			
Solution is capable of consuming WC3 compliant web services.			
Solution publishes its own WC3 compliant web services as a means of integration.			
Solution does not use web services but provides a proprietary API as a means of integration.			
Solution has mobile wide area network functionality. Please provide examples.			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
Electronic Document Imaging (EDMS) Questions			
Do you want to store digital representations of forms in the document imaging system?			
Do you want to store standard operating procedures (SOP) in the document imaging system?			
Do you want to store digital pictures in the document imaging system?			
Do you want to store computer generated reports in the document imaging system?			
Do you want to store other types of very large documents in the document imaging system?			
Do you want to store architectural or engineering plans (E size) in the document imaging system?			
Do you want to store executed contracts or other legal documents in the document imaging system?			
Do expect the document in the EDMS to be the legal document of record and destroy all paper equivalents?			
Security Related Questions			
The solution authenticates users/processes at all relevant architectural levels (e.g. operating solution, network, database and solution).			
The solution is integrated with Microsoft Active Directory.			
Each user (individual or process) is uniquely identified. If no, explain in the comments column.			
Generic user-IDs are used. If yes, explain their usage in the comments column.			
Does the solution automatically disable IDs after a period of 60 days of inactivity?			
Does the solution use passwords as its authentication mechanism?			
Are passwords suppressed (not echoed back) as they are entered by the user?			
Are passwords encrypted in storage?			
Are passwords encrypted before they are transmitted?			
Are minimum length (8 characters) passwords enforced?			
Is password complexity enforced (e.g. passwords must contain at least one alphabetic and one numeric			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
character and must not be the same as the User ID)?			
Does the solution enforce the periodic changing of user passwords (passwords must have a maximum lifetime of 90 days)? Does the solution provide for variability in this setting either globally or by "use case"?			
Does the solution enforce the periodic changing of privileged (administrator) passwords (privileged passwords must either have a maximum lifetime of 15 days or compensating controls)?			
Are users prohibited from reusing the previous 8 passwords?			
Can users change their own passwords?			
Does the solution require users to change their password upon initial log-on?			
Can administrators reset passwords (in the event a password is compromised)?			
When an administrator resets or initially sets a password, does the solution force the user to change it?			
Are developers prohibited from hard-coding passwords into the solution?			
The solution provides a mechanism for password resets. Explain in the comments column.			
Does the solution use an authentication mechanism other than passwords (e.g. Smartcards, tokens) that meets or exceeds security controls otherwise provided by password authentication mechanisms? Explain in comments column.			
Does the solution provide a mechanism for limiting the number of unsuccessful login attempts to at most three?			
Does the solution limit the simultaneous usage of the same User ID (i.e. can the solution restrict concurrent sessions)?			
Can administrators temporarily disable and re-activate user IDs?			
During the user login process, does the solution display the date and time of the last successful sign-on and the number of unsuccessful attempts since the last sign-on?			
Is there a mechanism in place to time-out the user's session after a period of inactivity?			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
Does the solution prevent users from bypassing its access control mechanisms (e.g. for client/server solutions, password logic employed only at the client level can allow SQL sessions to bypass solution access control mechanisms)?			
Does the solution limit users' access to solution data based on region, client, business line or functional levels? Explain in the comments column			
Does the solution, the network or the operating solution display a warning banner during network or solution login?			
Is the solution designed such that users are associated to user groups and user groups to privileges?			
Are tools available to report the access rights of the current user population (locations, permissions/privileges, group memberships, user profiles)?			
Are software version controls in place to ensure that outdated software is denied DBMS connectivity?			
For web-based solutions, can administrators validate the author and date published of all site content?			
Is external access to the solution (clients, vendors, support, and contingency sites) well controlled?			
Are outbound communications generated? Explain what data is contained in said messages (e.g. email alerts, automated reports, SMNP traps...).			
If the solution's database is relational, is referential integrity enforced by the RDBMS?			
Is mandatory field population controlled at the database rather than at the front-end?			
Are data types enforced at the database level rather than at the front-end?			
Are batch processing failures automatically detected and correctly managed?			
Does the solution help to prevent erroneous transactions (e.g., confirmation screens, 2nd person verifications)?			
Does the solution prohibit users, developers, DBA's or solution administrators from making changes to posted, completed or closed transaction records?			
Are rollback processes incorporated into the database for all critical transactions?			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
Are there legal or regulatory responsibilities to safeguard the data? If so, Explain in the comments column which regulations and why.			
Is sensitive data encrypted during transmission over the client's network (across LANs/WANs or through the use of RLA)?			
Is sensitive information which is vulnerable to unauthorized access, encrypted while in storage?			
Is sensitive information encrypted for transmission over external networks or connections?			
Are all successful user actions that would be necessary for an after-the-fact investigation recorded in the audit trail?			
Are all successful administrator actions that would be necessary for an after-the-fact investigation recorded in the audit trail?			
For each audited event, does the audit trail contain information sufficient for post-event investigation (at a minimum: Date and time of event, User ID, IP address, Type of event, Success/Failure Indicator)?			
Does the solution prohibit administrators from disabling the audit mechanism?			
Are unsuccessful login attempts recorded in the audit trail?			
Are unsuccessful attempts to access sensitive information or process restricted transactions recorded in the audit trail?			
Is the audit log protected from unauthorized access? (i.e. Are logs simultaneously sent to a logging server in addition to being maintained locally)?			
Does the solution prevent users or administrators from editing the audit log?			
Are the audit log files kept for a minimum of 13 months?			
Are the logs periodically reviewed and if so how often?			
Does the solution identify the source or originator of all significant transactions and/or messages?			
Does the solution confirm the receipt or completion of all significant transactions/messages?			
Interactive Voice Response (IVR) Questions			
Does the solution have a stand-alone, proprietary IVR component?			
Can the IVR sub-system of the solution run in a shared Websphere Voice Server/Response enterprise			



Place an X or N/A in the Yes or No column as appropriate. If your answer is "No", please provide an explanation in the comments column. If the requested is not applicable, please provide an explanation in the comment's column	Yes	No	Comments
environment, release level 5.1.x (WVS) and 4.2.3 (WVR)?			
Branding and Usability Questions			
Can the user interface of the solution be customized to reflect the County's approved branding (logo, colors, banner, footer, etc.)?			
Can the solution be successfully used by color-blind users?			
Does the solution comply with VPAT (Voluntary Product Accessibility Template)? http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpap&category=resources			
Is the solution ADA (Section 508) compliant? http://www.section508.gov/			
Is user help/guidance documentation embedded as links within the screens of the solution?			
Can custom links and additional text (introductions, explanations, etc.) be added to key screens of the solution?			
Are form field and button labels configurable (e.g. through resource files) or are they hard coded in the solution?			
Portal Integration Questions			
Does the solution provide the ability to create portlet components?			
Does the solution support integration with portals using the JSR-168 or JSR-268 standards?			
Does the solution support integration with LDAP repositories such as Tivoli Access Manager, and Tivoli Directory Server?			
Does the solution provide a standard API to be used for systems integrations and customizations?			



FORM B-1 - PRICE PROPOSAL SCHEDULE

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule", and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form and to make no other marks.

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

A. PROPOSED PRICE

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

**TOTAL PROPOSED PRICE FOR THE STAFF SCHEDULING SOLUTION
FOR THE INITIAL FIVE (5) YEAR TERM:**

\$ _____

Note: The selected Proposer must be willing to negotiate the payment schedule based on the completion of project milestones and deliverables, with a portion of the contract contingent upon project completion within the designated project period.

B. BREAKDOWN OF PROPOSED PRICE

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

DESCRIPTION	PRICE
Software License Fee	\$
Implementation Services <i>(Including GAP Analysis, Configuration, Testing, and Implementation)</i>	\$
Hardware <i>(Please provide detailed cost breakdown below in Item C)</i>	\$
Interface Development <i>(Please provide detailed cost breakdown below)</i>	\$
Data Conversion Services <i>(Please provide detailed cost breakdown below)</i>	\$



Customization Services (if applicable) <i>(Please provide detailed cost breakdown below)</i>	\$
Training and Documentation <i>(Please provide detailed cost breakdown below)</i>	\$
Software Escrow Agreement <i>(Initial Contract Term)</i>	\$
Travel Expenses <i>(if applicable)</i>	\$
Additional Costs and Fees <i>(Please list and add additional sheets as necessary in the table below)</i>	\$
Software and Hardware Maintenance and Technical Support Service Fees (Initial Contract Term)	
Software and Hardware Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Software and Hardware Maintenance and Technical Support Service Fees Year 2	\$
Software and Hardware Maintenance and Technical Support Service Fees Year 3	\$
Software and Hardware Maintenance and Technical Support Service Fees Year 4	\$
Software and Hardware Maintenance and Technical Support Service Fees Year 5	\$
Total Proposed Price*	\$

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

PRICE BREAKDOWN FOR IMPLEMENTATION SERVICES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other	Description		
			\$
			\$
Total for Implementation Services:			\$



PRICE BREAKDOWN FOR DATA CONVERSION SERVICES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other			Description
			\$
			\$
Total for Data Conversion Services:			\$

PRICE BREAKDOWN FOR CUSTOMIZATION SERVICES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Other			Description
			\$
			\$
			\$
Total for Customization Services:			\$



C. HARDWARE PRICE BREAKDOWN

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

Hardware	Number of Units	Manufacturer (Including CPU Size and Operating System Version, if Applicable)	Model Number	Unit Price	Extended Price / Total
Production Database server					
Production Application Server					
Training/Test Server					
E-mail Server <i>(if applicable to solution proposed)</i>					
Networking Equipment					
Report Writing Server <i>(if applicable to solution proposed)</i>					
Interactive Voice Notification <i>(if applicable to solution proposed)</i>					
Bluecoat Appliances for Filtering <i>(if applicable to solution proposed)</i>					
Backup/Recovery					
Other (Please specify)					
GRAND TOTAL :					

D. OPTIONAL SERVICES

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. These prices should not be included in the Proposer's Total Proposed Price. Unless otherwise negotiated by



County and selected Proposer, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including all option-to-renew periods and extensions exercised by the County.

OPTIONAL YEARS TO RENEW (OTR) FEE SCHEDULE

DESCRIPTION	ANNUAL FEE	TOTAL
OTR 1 - Ongoing Maintenance and Technical Support Service Fees (Years 6 through 10)		\$
Ongoing Maintenance and Technical Support Service Fees Year 6	\$	
Ongoing Maintenance and Technical Support Service Fees Year 7	\$	
OTR 2 - Ongoing Maintenance and Technical Support Service Fees (Years 8 through 9)		\$
Ongoing Maintenance and Technical Support Service Fees Year 8	\$	
Ongoing Maintenance and Technical Support Service Fees Year 9	\$	
OTR 3 - Ongoing Maintenance and Technical Support Service Fees (Years 10 through 11)		\$
Ongoing Maintenance and Technical Support Service Fees Year 10	\$	
Ongoing Maintenance and Technical Support Service Fees Year 11	\$	
OTR 4 - Ongoing Maintenance and Technical Support Service Fees (Years 12 through 13)		\$
Ongoing Maintenance and Technical Support Service Fees Year 12	\$	
Ongoing Maintenance and Technical Support Service Fees Year 13	\$	
OTR 5 - Ongoing Maintenance and Technical Support Service Fees (Years 14 through 15)		\$
Ongoing Maintenance and Technical Support Service Fees Year 14	\$	
Ongoing Maintenance and Technical Support Service Fees Year 15	\$	

Please provide a detailed description of the services to be provided in the fields below.



		\$
		\$
		\$
		\$
		\$
		\$
Grand Total for Optional SaaS Business Model:		\$

E. ADDITIONAL SERVICES

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

Position	Proposed Rate
Project Manager	\$ Per Hour
Programmer	\$ Per Hour
Junior Programmer	\$ Per Hour
Web Developer	\$ Per Hour
Consultant	\$ Per Hour
Trainer	\$ Per Hour
System Administrator	\$ Per Hour
Database Administrator	\$ Per Hour
On-Site Training (Per Day)	\$ Per Day
Other	

Notes:

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

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____



FORM A-1

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:
Name: _____ Title: _____

MAILING ADDRESS:
Street Address: _____
City, State, Zip: _____

TELEPHONE: (____) _____ **FAX:** (____) _____ **E-MAIL ADDRESS:** _____

PROPOSER'S ORGANIZATIONAL STRUCTURE:
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture
____ Other (Explain): _____

IF CORPORATION:
Date Incorporated/Organized: _____ State Incorporated/Organized: _____
States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.
 Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.
 Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
Signed By: _____ Date: _____
Print Name: _____ Title: _____



FORM A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
(2) Department: _____
(3) Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 8 rows of blank lines for entry.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
by _____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)



**FORM A-3
ACKNOWLEDGEMENT OF ADDENDA**

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

- Addendum #1, Dated _____, 201__
- Addendum #2, Dated _____, 201__
- Addendum #3, Dated _____, 201__
- Addendum #4, Dated _____, 201__
- Addendum #5, Dated _____, 201__
- Addendum #6, Dated _____, 201__
- Addendum #7, Dated _____, 201__
- Addendum #8, Dated _____, 201__
- Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____



**FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

NAME OF PROPOSER: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's Authorized Representative Print Name Print Title Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)



FORM A-6
FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____



(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Contract No. EPP-RFP 752

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

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Staff Scheduling Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. EPP-RFP 752 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 _____, 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 Staff Scheduling Solution for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), EPP-RFP No. 752 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.



- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- n) "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use by the County.
- o) The word "MDCR" to mean the Miami-Dade Corrections and Rehabilitation Department.
- p) "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.
- q) "Software License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".
- r) "Projects" and "Services" shall mean enhancements or modifications to the licensed Software 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.
- s) "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.
- t) "Licensed Software" means software transferred upon the terms and conditions set forth in the Contract. Licensed Software includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, program temporary fix (PTF), programs, code or data conversion, or custom programming).
- u) "Operating Software" means those routines, whether or not identified as Program products that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.



- v) "Error Corrections" means machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.
- w) "Virus" means any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by the Contractor.
- x) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Addendum 1 Agreement for Goods and Services Funded by U.S. Federal Grant, 3) the Scope of Services (Appendix A), 4) the Price Schedule (Appendix B), 5) the Miami-Dade County's RFP No. EPP-RFP752 and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.



- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five additional two (2) year terms, for a maximum total of fifteen (15) years.

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

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:

Miami-Dade Corrections and Rehabilitation Department
2525 NW 62nd Street
Miami, FL 33147

Attention: Fiscal Resources Division Chief
Phone:
Fax:
E-Mail:

and,

b) to the Contract Manager:

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



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

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated on Appendix B "Price Schedule" attached hereto. 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 approval of this Contract shall be at the Contractor's risk and expense.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall



bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade Corrections and Rehabilitation Department
 Miami Dade County Corrections & Rehabilitation Department
 Budget & Finance Bureau _____
 2525 NW 62 Street 2nd Floor _____
 Miami, Florida 33147 _____
 Attention: Commander Maxine Harris

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to the 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 per claim.

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



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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of 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 BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.



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

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's



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

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

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

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

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY



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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:



- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 28. CONFIDENTIALITY**

County hereby acknowledges and agrees that the software and associated equipment may constitute and may 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 software and associated equipment 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 or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to 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.

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



employees with the approval of the lessor or Contractors thereof. This includes information technology equipment, telecommunications, personal computers and any and all information technology software.

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

ARTICLE 30. LIQUIDATED DAMAGES

The parties acknowledge that time is of the essence in the performance of the services required and that damage in the event of the delays and disruptions set forth below will be difficult to ascertain. The parties agree that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:

1. In the event the Staff Scheduling Solution and associated equipment implementation, installation, training of staff, deliveries of equipment, testing, and acceptance are not completed by the timeframe set forth in Implementation Schedule, herein attached as Exhibit A, Contractor shall be assessed liquidated damages in an amount equal to \$2000.00 per day for each day until the Staff Scheduling Solution and associated equipment implementation, installation, training of staff, deliveries of equipment, testing, and acceptance is completed. The County's Project Manager will sign an Initial Acceptance attached herein as Exhibit B confirming that the Contractor has satisfactorily completed the Staff Scheduling Solution and associated equipment implementation, installation, training of staff, deliveries of equipment, testing, and acceptance as illustrated in Exhibit A Implementation Schedule, within the close of business the following day. Within (30) days after initial training, the County's Project Manager shall either; (a) sign a Final System Acceptance attached herein as Exhibit C confirming that the Contractor has satisfactorily met the Scope of Services or, (b) Submit any outstanding issues in writing to the Contractor prior to the thirtieth (30th) day after initial training. The Contractor will be granted an opportunity to cure the issues within the timeframe identified in Article 25 "Notice of Default – Opportunity to Cure" or as otherwise agreed to in writing by both parties.
2. In the event the Contractor's Staff Scheduling Solution and associated equipment does not successfully complete satisfactory performance as illustrated in the Scope of Services, herein attached as Appendix A, Contractor shall be assessed liquidated damages in an amount equal to \$2000.00 per day, or pro-rated share for each day until the Staff Scheduling Solution and associated equipment fully operational and working as prescribed.
3. In the event the County does not accept the Staff Scheduling Solution and associated equipment because the Staff Scheduling Solution and associated equipment does not perform as stipulated in the Scope of Services, the Contractor shall refund all dollars paid to the Contractor, or the pro-rated share less any amounts paid for Liquidated Damages.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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



1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging** (Resolution R-738-92)
14. **W-9 and 8109 Forms** (as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General** (Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Environmental Protection Agency (EPA), as applicable to this Contract.
- c) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) 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.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) American Recovery and Reinvestment Act of 2009, Public Law 111-5.

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 33. 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, 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 34. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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



- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 36. 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 37. GOVERNING LAW

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

ARTICLE 38. SUPPORT AND MAINTENANCE SERVICES

A. Contractor shall provide the County with the following support and maintenance services for the products licensed by the County:

1. Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
2. Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
3. Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
4. Provision of available major upgrades (version with substantially enhanced volume of functions).
5. Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this Article only comprise the products licensed by the County, but not any new products of the same product family. 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 for which this Agreement has been concluded.

B. For the term of this Agreement, Contractor shall provide e-mail and telephone support in the following manner:

Queries for specific technical problems and failures are possible at any time. For this purpose, the County will contact the appropriate parties and provide information pertaining to the exact problem or failure and classify the issue in the following priority and error levels:

- I. Level A: System does not work.
- II. Level B: System works with limited functions.
- III. 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:

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

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 B "Price Schedule".

ARTICLE 39. SOFTWARE MODIFICATIONS

The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed as part of the maintenance and support services provided in accordance with the Contractor's release schedule for the term of this Agreement. All such error corrections, bug fixes, patches, updates or new releases shall remain property of the Contractor.

The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

ARTICLE 40. PROJECTS AND SERVICES

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

ARTICLE 41. STATEMENT OF WORK

Prior to the commencement of Services for any Project, the County and the Contractor shall mutually agree



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

ARTICLE 42. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified herein. The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County pursuant to Article 38 "Extension of Time", within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and



resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 43. DELIVERY AND INSTALLATION

- a) All Software, Hardware, and/or Deliverables ordered by the County shall be delivered F.O.B. Destination. The County shall accept or reject the Software, Hardware, and/or Deliverables within fifteen (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Software, Hardware, and/or Deliverables 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 Software and/or Deliverable or may accept any item of Software and/or Deliverable and reject the balance of the delivered Software, Hardware, 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 Software, Hardware, and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Software, Hardware, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Software, Hardware, and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Contractor's desire to delay delivery.
- d) The Contractor shall bear the risk of loss or damage to delivered Software, Hardware, and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- f) Contractor agrees to install the Software at the applicable Sites set forth in the Contract. Contractor agrees to commence installation of the Software as soon after delivery as is possible, but in no event later than five (5) Days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. 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 Software is in good working order and ready for use by the Installation Date set forth in the Implementation Schedule.

1. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work 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.
 2. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Software; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 46.
 3. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable Federal, State or local laws or codes, Contractor shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.
- g) Installation testing shall consist of the tests described in the Scope of Services, which are to be conducted by Contractor and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 44. SOFTWARE

The Contractor shall provide the County with software documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.



The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party software, which shall be perpetual and irrevocable. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions, which in the County's sole discretion, are acceptable to the County. The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County: (i) to make multiple copies of the third party software; (ii) to use the third party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and, (iii) to maintain and modify the third party software without restriction.

ARTICLE 45. SOFTWARE LICENSE

- a. The Contractor hereby grants to the County, and/or its agents, suppliers and vendors, a perpetual, non-exclusive, irrevocable license to use, in both source and object code form of the Contractor's Licensed Software, if purchased by the County, for any purpose not expressly forbidden by the terms hereof and as more fully described in Article 49 "Scope of License". Such licenses shall include but not be limited to the unrestricted right of the County to provide Licensed Software, the Documentation and Programs therefore, to any other authorized person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.
- b. The Contractor shall require that its subcontractors and suppliers also grant to the County, and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to use the third party software, in both source and object code form for any purpose not expressly forbidden by the terms hereof. Such licenses shall also include, but not be limited to, the unrestricted right of the County to provide the third party software, including the source and object code forms thereof and the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.
- c. As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Contractor's Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

ARTICLE 46. SCOPE OF LICENSE

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County or which may assume the responsibilities of the County or any successors of 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 however that the County orders such Licensed Software.

ARTICLE 47. SOFTWARE RELATED DOCUMENTATION

The Licensed Software-related Documentation ("Documentation") will consist of the source code for all Licensed Software for which source code is a Deliverable hereunder, 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 system; 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 Programs with the Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the Programs. The Contractor shall deliver to the County three copies of said Documentation. 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.

ARTICLE 48. OWNERSHIP OF LICENSED SOFTWARE

The Contractor hereby warrants and represents that the Contractor possesses all rights to and interests in the Licensed Software, and all portions thereof, or otherwise have the right to grant to the County the licenses provided in Articles 44, 45, 46 and 47 "Software", "Software License", "Scope of License", and "Software Related Documentation" 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. The Contractor shall require that all suppliers of third party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third party software.

ARTICLE 49. SOFTWARE WARRANTIES

The Contractor warrants that (i) all Licensed Software provided by the Contractor will be of a high level programming language that is commercially available and for which software tools are available; (ii) the Licensed Software shall be capable of being copied by the County; (iii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and the Scope of Services; and (iv) the Licensed Software and each module and function thereof shall be capable of operating fully and correctly as described in the Scope of Services on the combination of the Equipment and Software furnished by the County.

ARTICLE 50. SOFTWARE WARRANTY PERIOD

The Contractor warrants that, for a period of one (1) year from the County's final acceptance of the System, the Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in the Scope of Work and Contractor's proposal.

In the event the Software does not satisfy the conditions of performance set forth in the Scope Of Services and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the System Specification Documents, Scope of Services, and Contractor's proposal in the sole discretion of the County.

Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof. The County may also assess liquidated damages as stated in Article 30 in the event the System software is not operational within the specified timeframes.

ARTICLE 51. EQUIPMENT WARRANTY



- a) The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that any Equipment and/or Hardware and related operating Software provided by the Contractor shall:
- (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
 - (ii) Function properly and in conformity with the warranties in this Agreement;
 - (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacturer's published specifications.
- b) During the Warranty Period, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware or Equipment provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.
- c) During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Hardware, Equipment and related Software it provides.
- d) In the event the Contractor's Hardware or Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 52. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 51 "Software Warranties", and 52 "Software Warranty Period".

ARTICLE 53. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

The Programs, and each module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in the Scope of Services. The Contractor hereby warrants and represents that each Program will be fully compatible and will interface completely with each other Program provided hereunder with the Software, and with the County's Equipment, such that the Equipment, Software, Licensed Software and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in the Scope Of Services and Contractor's proposal. The addition or connection of other computer equipment to the County's Equipment will not adversely affect performance of the System.

ARTICLE 54. TESTS

The Contractor shall configure and program the software and associated equipment to conform to the Scope of



Services. The software and associated equipment will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the System and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Exhibit A "Implementation Plan".

Failure of the system to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Exhibit A "Implementation Plan" may result in the County assessing liquidated damages as further defined in Article 30.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the software requires separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- The County will be granted 5 business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
- Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;
- The updated source code for the software will be then provided to the authorized Escrow Agent.

ARTICLE 55. EXTENSION OF TIME

- a) If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:
- i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
 - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and



- iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - iv. The Contractor has provided a written request and other information to the County, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.
- b) All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
 - c) The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
 - d) The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering a extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
 - e) Within fifteen (15) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such fifteen (15) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
 - f) Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
 - g) Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
 - h) Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 59 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the



County's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 56. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 55 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 57. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work, as provided for in Articles 55 and 56 "Extension of Time", Extension of "Time Not Cumulative", and "No Damages for Delay".

ARTICLE 58. SOFTWARE ENHANCEMENTS/MODIFICATIONS

The Contractor understands the County may require changes to the Licensed Software, which is outside the specification of the existing Licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a scope of work and the Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

Thereafter the County and the Contractor shall agree to a not-to-exceed number of hours for the requested modification/enhancement. In no event shall the Contractor perform any Services on the task unless the County issues a written notice to the Contractor to proceed with the task. The Contractor shall not be reimbursed for the preparation of proposals.

When the source code is completed, tested and accepted by the County, the Contractor shall deliver said source code to the County and the authorized Escrow Agent. The Contractor shall, upon the County's request, install the enhancement/modification and shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software. Following the County's enhancements/modification acceptance of all enhancements/modification, such enhancements/modification shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

If any such enhancements/modification are not acceptable to the County, the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.

ARTICLE 59. ANNUAL APPROPRIATION



The County's performance and obligation to pay under this Agreement beyond the initial term 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 60. ESCROW

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the vendor's source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow agent including but not limited to all incremental releases and upgrades.

ARTICLE 61. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 62. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

ARTICLE 63. PRIVACY

Should the Contractor, its subcontractors or its employees administer any system of records on behalf of the County or Federal Government, the following terms and conditions are applicable:

A. The Contractor agrees:

- (1) To comply with the Privacy Act of 1974, 5 U.S.C. & 552a (the Act) and regulations thereunder, when performance under the contract involves the design, development, or operation of any system of records on individuals to be operated by the Contractor, its subcontractors or employees to accomplish a Government function;
- (2) To notify the Government when the Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Contract, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Contract until the necessary approval and publication requirements applicable to the system have been carried out. The Contractor agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act;
- (3) To include the Privacy Act Notification contained in this Contract in every subcontract solicitation and in every subcontract when the performance of work under that proposed



subcontract may involve the design, development, or operation of a system of records on individuals to be operated under the Contract to accomplish a Government function; and

- (4) To include this clause, including this paragraph, in all subcontracts under which work for this Contract is performed or which is awarded pursuant to this Contract or which may involve the design, development, or operation of such a system of records on behalf of the Government.

B. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, the Contractor, subcontractor and any of their employees are considered to be an employee of the Government with respect to the Government function. The requirements of the Act, including the civil and criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Contract subject to termination.

C. The terms used in the foregoing sections have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of the Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.



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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



ADDENDUM 1

**AGREEMENT FOR GOODS AND SERVICES FUNDED BY U.S. FEDERAL GRANT
(NON-CONSTRUCTION CONTRACTS)**

The U.S. Federal Government imposes certain procurement requirements on organizations receiving financial assistance directly from Federal awarding agencies to carry out a project or program ("Recipients"). It requires that all contracts, including small purchases, awarded by Recipients and their contractors shall contain the following provisions. For the Agreement (the "Agreement"), between MIAMI-DADE COUNTY ("County") and Name of Contractor ("Contractor"), the parties agree that (1) the following terms and conditions apply to the Agreement, (2) the Contractor has the obligation to impose, and shall impose, the same provisions on contractors it may engage in the performance of this work, and (3) by signing this Agreement, the Contractor makes the certifications set forth herein."

1. Equal Employment Opportunity – In fulfilling its obligations under the Agreement, Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Rights to Inventions Made Under a Contract or Agreement – To the extent that the Agreement requires the performance of experimental, developmental or research work, Contractor agrees that the Federal Government and County shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal agency from which the County received financial assistance to carry out the work contemplated by the Agreement (the "Awarding Agency").

3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended – In the event that the fees payable to Contractor under the Agreement exceed \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to County.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit



Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the COUNTY.

(3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor certifies to the best of its knowledge and belief, that it and its principals (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

6. Access to Records – Contractor agrees that the County, the Awarding Agency, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor that are directly pertinent to Contractor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

7. Trafficking in Persons (22 U.S.C. 7104(g)) – Contractor agrees to comply with the Trafficking Victims Protection Act of 2000 as implemented by 2 CFR 175.

8. Applicability to Subcontractors – Contractor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions except small awards for which the provisions may not be applicable.

MIAMI-DADE COUNTY

By: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Title: _____
Date: _____

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -
Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date