



## STAFF SCHEDULING SOLUTION

THIS SOFTWARE LICENSE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, SUPPORT, TRAINING, AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND ORION COMMUNICATIONS, INC. , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING ITS PRINCIPAL OFFICE AT 8235 DOUGLAS AVENUE, SUITE 410, DALLAS TEXAS, 75225 (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 August 26, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such 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 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 Orion Communications, Inc. 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) "Staff Scheduling Solution" shall mean Orion Communication's AgencyWeb Administrator Software which 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 60<sup>th</sup> 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 County  
Corrections and Rehabilitation Department  
2525 NW 62<sup>nd</sup> Street  
Miami, FL 33147

Attention: Sheila Siddiqui, Fiscal Resources Division Chief  
Phone: (786) 263-6299  
Fax: (786) 263-6134  
E-Mail: [SIDD@miamidadegov](mailto:SIDD@miamidadegov)

and,



**b) to the Contract Manager:**

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

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

**(2) To the Contractor:**

Orion Communications  
8235 Douglas Avenue, Suite 410  
Dallas, TX 75225

Attention: Rusty Byers, Vice President of Sales  
Phone: (214) 620-3905  
Fax: (214) 234-0790  
E-mail: [rbyers@orioncom.com](mailto:rbyers@orioncom.com)

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

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated on Appendix B "Payment 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. Contractor agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed 30 calendar days after its due date.

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 as defined in Appendix B "Payment Schedule"; 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 "Payment 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 County  
Corrections and 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 1<sup>st</sup> 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. MDCR BACKGROUND SCREENING**

Contractor is advised that all work that is to be performed at a Miami-Dade Corrections and Rehabilitation (MDCR) correctional facility requires prior access permissions and that staff assigned to perform work under this agreement may be privy to confidential staff information. Contractor agrees that staff background checks and thorough screening is agreed to for all staff assigned to perform work on this agreement. Staff background checks and thorough screenings will be conducted prior to work being performed under this agreement and prior to authorization for admittance to any of the MDCR facilities.

Throughout the term of the agreement, including any extensions or renewals exercised in the sole discretion of the County, Contractor agrees to perform annual background checks on personnel assigned to perform work and provide the information to the MDCR Project Manager. Contractor also agrees that MDCR will be notified in writing if anyone employed is arrested for a felony and/or misdemeanor charge that is in anyway associated with performance of duties. All assigned Contractor personnel, involved at any capacity in the performance of duties under this contract are subject to background checks, including sub-contractor's personnel (if applicable).

Background checks, at a minimum, 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

**ARTICLE 19. 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. All requested substitutions are required to complete the required background checks as defined in Article 18; this information is to be provided to MDCR for approval. No work can commence with the substituted personnel until this approval is granted.



**ARTICLE 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 procurement 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 28. 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 remain property of the Contractor.
- 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 29. 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. Vendor acknowledges and agrees that the County is a public agency subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Accordingly, notwithstanding the foregoing, or any other part of this contract, any compliance with or good faith attempt to comply with, a request for public records pursuant to Section 119 if the Florida Statutes shall not be deemed a breach of this contract.



**ARTICLE 30. 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 31. 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 32. 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 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**

After expiration of the one year warranty provided by the Contractor, the County shall begin paying maintenance and support fees as defined in Appendix B "Payment Schedule".

- (A) During the term of this agreement, the Contractor shall provide the County with maintenance and support services twenty-four hours a day, seven days a week, three hundred sixty five days a year. The following maintenance and



support services for the licensed Staff Scheduling Solution (System) shall be provided by the Contractor as part of the annual fee paid by the County:

- I. Corrections or substantial defects in the System so that the System will operate substantially in accordance with the technical specifications included in the applicable documentation with respect to the System;
- II. Periodic updates of the System that may incorporate:
  - a. Corrections of any substantial defects;
  - b. Fixes of any minor bugs; and
  - c. Enhancements to the System provided to all licensed clients;
  - d. Updates, upgrades, and new releases;
- III. Updates to the System as required by State, Federal, Legislative, or Collective Bargaining Agreement changes mandated to the County.

(B) For the term of this agreement, the Contractor shall provide the County with e-mail and telephone support in the following manner:

Severity Level	Response Process and Service Level Commitment
<p><b>Severity Level 1 – Critical Priority</b></p> <p><i>This is defined as the application is down or unusable; complete interruption of data intake or retrieval, or loss of data and high levels of corruption. The result is a negative impact to business operations. No alternative or bypass is available.</i></p> <p><i>Critical applications or the entire System is in a non-responsive state and severely impacts the County’s personnel productivity, citizen security/safety, and/or departmental revenue generation.</i></p>	<p><b>During the business hours of 8:00AM to 6:00PM (Central Standard Time):</b> Telephone calls are to be directed to (866) 779-1689. All calls will be answered and managed as they come in.</p> <p><b>After Hours:</b> Telephone calls are to be directed to (866) 779-1689. All calls are to be returned within sixty (60) minutes by the Contractor.</p> <p><b>Resolution Timeframe:</b> Engagement of support within two (2) hours of notification. The Contractor shall use commercially reasonable efforts to resolve or reduce the issue to a Severity Level 3 for all critical Events within four (4) hours after notification. The County will be updated every two hours until resolution or an agreed upon workaround is decided upon.</p> <p><i>*Note: If the root cause of the reported issue is the result of the County’s provided component of the solution, the County will be responsible for resolution of the problem rather than the Contractor’s support personnel. If the County elects to have the Contractor troubleshoot the County’s component of the issue, a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>



<p><b>Severity Level 2 – High Priority</b></p> <p><i>This is defined as a serious software error not meeting the criteria of a critical priority, but which severely impacts the ability of a large number of users to utilize the System or if they do use the System the errors are consistent and reproducible.</i></p> <p><i>Features of the System are not working properly/ Software does not operate as described in the user documentation. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.</i></p>	<p><b>Business Hours:</b> Telephone calls to 866-779-1689 – are answered and managed as they come in with no need for a call back.</p> <p><b>After Hours:</b> Telephone calls are to be directed to (866) 779-1689. All calls are to be returned within ninety (90) minutes by the Contractor.</p> <p><b>Resolution Timeframe:</b> The Contractor shall maintain a response time goal of one (1) hour and shall use commercially reasonable efforts to resolve or reduce the issue to a Level 3 Event within six (6) hours after notification. The County will be updated every two (2) hours until a resolution or an agreed upon workaround is decided upon.</p> <p><i>*Note: If the root cause of the reported issue is the result of the County's provided component of the solution, the County will be responsible for resolution of the problem rather than the Contractor's support personnel. If the County elects to have the Contractor troubleshoot the County's component of the issue, a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>
<p><b>Severity Level 3 – Medium Priority</b></p> <p><i>This is defined as features of the System are not working properly, the Software performance is degraded but the Deficiency has no critical impact to the business operations. An alternative or bypass is available.</i></p>	<p><b>Business Hours:</b> Telephone calls are to be directed to (866) 779-1689. Calls are answered and managed as they come in with no need for a call back.</p> <p><b>After Hours:</b> Telephone calls are to be directed to (866) 779-1689. All calls are to be returned within four (4) hours by the Contractor.</p> <p><b>Resolution Timeframe:</b> The Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve the Event within forty-eight (48) hours or a time period mutually agreed upon by both parties if a workaround is provided.</p> <p><i>*Note: If the root cause of the reported issue is the result of the County's provided component of the solution, the County will be responsible for resolution of the problem rather than the Contractor's support personnel. If the County elects to have the Contractor troubleshoot the County's component of the issue, a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>



<p><b>Severity Level 4 – Low Priority</b></p> <p><i>This is defined as a software error related to user functionality which does not prevent use of the System. No Deficiencies are found within the Software’s functionality or operation. No impact to business operations. Minor fault discovered or suggestion provided by the County.</i></p>	<p><b>Business Hours:</b> Telephone calls are to be directed to (866) 779-1689. Calls are answered and managed as they come in with no need for a call back.</p> <p><b>After Hours:</b> This priority of issue is not managed via after hours support.</p> <p><b>Resolution Timeframe:</b> The Contractor shall maintain a response time goal of twenty-four (24) hours and shall use commercially reasonable efforts to provide the County with a resolution to the Event within seventy-two (72) hours or a time period mutually agreed upon by both parties. Events reported at this level that do not impact the performance of the System may be implemented within a future Service Release or patch issued by the Contractor.</p> <p><i>*Note: If the root cause of the reported issue is the result of the County’s provided component of the solution, the County will be responsible for resolution of the problem rather than the Contractor’s support personnel. If the County elects to have the Contractor troubleshoot the County’s component of the issue, a time and materials fee \$150 / hour with a one (1) hour minimum will be charged.</i></p>
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**(C) CREDITS**

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

- **Severity Level 1:** If a Severity Level 1 Event is not resolved or reduced to a Priority 3 Event within four (4) hours after the Event is logged, the County will receive a \$500 credit every four hours that the Event remains in Severity Level 1 status unless a different timeframe is agreed upon in writing by the County. This provision shall not apply to problem(s) that are solely caused by County.
- **Severity Level 2:** If a Severity Level 2 Event is not resolved or reduced to a Priority 3 Event or workaround provided within six (6) hours after the Event is logged, the County will receive a \$300 credit for each day the Event remains in Severity Level 2 status unless a different timeframe is agreed upon in writing by the County. This provision shall not apply to problem(s) that are solely caused by County.
- **Severity Level 3:** If a Severity Level 3 Event is not resolved or a workaround provided within forty-eight (48) hours after the Event is logged, the County will receive a \$150 credit for each day the Event remains in Severity Level 3 status unless a different timeframe is agreed upon in writing by the County. This provision shall not apply to problem(s) that are solely caused by County.

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



**(D) Services Not Included.**

Maintenance Services shall not include:

- I. Enhancements and modifications to the System (collectively, "Enhancements") outside the scope of this Agreement
- II. Additional modules offered by the Contractor not purchased by the County;
- III. Custom programming services;
- IV. On-site support;
- V. Training; or
- VI. Hardware, hardware support, and related supplies.

**(E) Remote Support.**

Remote support requires that the County provide to the Contractor secure access to the server running the System within the County's data facilities. The System can operate on a secure VPN using a public internet address utilizing internet authentication services through Microsoft Server. The Contractor shall comply with the County's security requirements published from time to time and which are noticed to the Contractor to maintain secure remote access to the County's System. The remote system access will allow the Contractor to submit updates, patches and immediate trouble ticket resolutions online at agreed upon maintenance windows as approved by the County. The Contractor will also provide administrative backup to the County in the event of a server or service failure. The Contractor will work directly with the County on immediate resolution. The Contractor will also train designated technologists selected by the County on the administration and maintenance of the System. These individuals will be given direct access to the Contractor's engineer assigned to support the County (direct access means personal cell phone number and after hour emergency contact numbers).

1. **Help Desk Services.** Orion shall maintain a help desk so that Client may report problems and obtain assistance in the installation and/or use of the System.
  - (a) **Online Trouble Ticket System**
    - (i) Access to trouble ticket system for submission of ticket requesting and online review of status
    - (ii) Email notification of trouble ticket resolution and ticket web link.
2. **County Obligations**
  - (a) **County Contact.** County shall notify the Contractor of the designated County Contact. To the maximum extent practicable, the County's communications with the Contractor will be through the designated County Contact.



- (b) **Installation.** County shall install all corrections of substantial defects, minor bug fixes and updates, including any Enhancements, for the System in accordance with the instructions and in order of receipt from the Contractor.
- (c) **Facility and Personnel Access.** County shall to grant the Contractor access to the County's facilities and personnel concerned with the operation of the System to enable the Contractor to provide services.
- (d) **No Modification of System.** The County shall not modify, enhance or otherwise alter the System, unless, and only to the extent, specifically authorized in the Contractor's System Manuals or the express prior written consent of the Contractor is obtained.
- (e) **Error Documentation.** Upon detection of any error in the System, the County, as requested by the Contractor, shall provide the Contractor a listing of output and any other data, including databases and backup systems, which the Contractor reasonably may request in order to reproduce the error and the operating conditions under which the error occurred or was discovered.

#### **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 as defined in Article 38. 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. 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 utilizing the pricing outlined in Appendix B "Payment Schedule".

- 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. 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. IMPLEMENTATION SERVICES**

- a) The County shall accept or reject the Software and/or Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software and/or Deliverables delivered fails to conform to the requirements 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 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 a fix or workaround replacement for the Software and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test 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.
- d) Contractor agrees to install the Software at the County's Enterprise Technology Services Data Facility. Contractor agrees to commence installation of the Software according to the Implementation Schedule further defined in Appendix C unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation



services without interruption and in accordance with the Implementation Schedule, so that such Software is in good working order and ready for use by the dates set forth in the Schedule.

1. Contractor agrees to do all things necessary for proper implementation of the Software and to perform its implementation 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 to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
  2. Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) system configuration; (b) interface development ; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (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 43.
- e) Software testing shall consist of the tests described in the Scope of Services, and further defined during the pre-implementation GAP analysis, which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the System 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, an enterprise, perpetual, non-exclusive, irrevocable license to use 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) within the Miami-Dade Corrections and Rehabilitation Department 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.

**ARTICLE 46. SCOPE OF LICENSE**

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacturer and/or model, owned, controlled or contracted for, by the County. The County shall configure the equipment into three subcomponents: a test environment, development environment, and a production environment as recommended by the Contractor for optimal performance of the Licensed Software. 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 enterprise license fee, which is further defined in Appendix B "Payment Schedule".

**ARTICLE 47. SOFTWARE RELATED DOCUMENTATION**

The Licensed Software-related Documentation ("Documentation") will consist of any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; 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 System, and will identify and reflect any particular features of the Solution which may affect the normal use and operation of the Programs. The Contractor shall deliver to the County five 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 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 (iii) 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. 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 52. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS**

The Licensed Software, 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 the Licensed Software 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 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 53. 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 Appendix C "Implementation Timeline" may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

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 five (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 54. 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 55. 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 56. 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 57. 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. 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 and utilize the hourly pricing in Appendix B "Payment Schedule". 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 requested modification/enhancement is completed, tested and accepted by the County, the Contractor shall deliver said source code to 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 58. 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 59. 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 60. 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 61. FORCE MAJEURE**

Neither party shall be liable for delays or failures of performance resulting from circumstances beyond its control, including without limitation, acts of God, fires, strikes, riots, acts of war or terrorism, government regulations imposed after the effective date of this agreement, communications line or other network failures, interruptions or delays, or power failures. The party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**ARTICLE 62. VALUE ADDED SERVICES**

As part of the implementation services to be provided by the Contractor to the County, the Contractor has agreed to provide the County with four days of onsite assistance from the assigned Business Analyst after final System acceptance at no charge to assist the County with staff shift bids processed through the System. The County reserves the right to use



the four days all together or split up depending on the nature of the bid process and timeframe for the bids to be completed.

During the initial term of the agreement, the Contractor shall provide the County for 500 hours of a dedicated support representative. These 500 hours may be used by the County as needed and are transferable to any options or extensions exercised in the sole discretion of the County if not used.

**ARTICLE 63. 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 64. 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.

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

**Contractor**

By: [Signature]

Name: Leslie Delatte

Title: President

Date: 12/8/10

Attest: [Signature]  
Corporate Secretary/Notary Public

**Miami-Dade County**

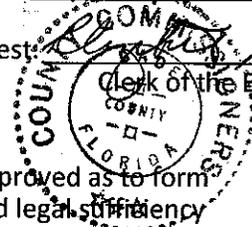
By: [Signature]

Name: Alina T. Hudak

Title: Assistant County Manager

Date: 1/20/11

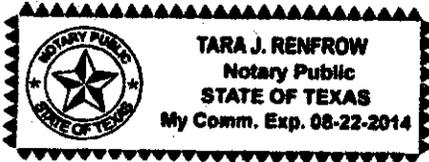
Attest: [Signature]  
Clerk of the Board 1/24/11



Approved as to form and legal sufficiency

[Signature]  
Assistant County Attorney

Corporate Seal/Notary Seal





## 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 ORION COMMUNICATIONS, INC. ("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: [Signature]  
Title: Assistant County Manager  
Date: 1/20/11

CONTRACTOR  
By: [Signature]  
Title: President  
Date: 12/8/10



# **Appendix A**

## **Scope of Services**



**Miami-Dade County Corrections  
And Rehabilitation Department**

**Scope of Work V7**

*11/11/2010*



**8235 Douglas Ave., Suite 410**

**Dallas, TX 75225**

**(214) 361-1203, Ext. 2401**

**[www.orioncom.com](http://www.orioncom.com)**



Overview

In accordance with the terms and conditions of Orion Communication, Inc. End User License and Support Agreement (as used in this SOW, the "Agreement"), Orion is licensing the Licensed Software to the Miami-Dade County ETSD/Corrections ("Client").

Project Management

Orion will be responsible for providing a project team, consisting of an Administrative Project Coordinator (APC) and Business Analyst for Orion's applications and interfacing with the Client Project Manager. Orion will also be represented by Orion's APC, BA, and Director of Operations in Client related meeting including but not limited to Project Planning or Scheduling meetings that include the Client's Management Project Oversight, Milestone Scheduling or Payments, Go Live planning, and other aspects of the project coordination of the project as it relates to Orion's applications and deliverables.

The following graphic provides a summary of roles and responsibilities:

Project Matrix	Business Analyst	Administrative Project Coordinator	Operation Support Staff	Director of Operations
Project Initiation	Prime	Contributor	Contributor	Oversight
Project Scope Management	Prime	Contributor	Contributor	Oversight
Project Time Management	Contributor	Prime	Contributor	Oversight
Project Cost Management	Contributor	Contributor	Contributor	Prime
Project Quality Management	Prime	Contributor	Contributor	Oversight
Project Resource Management	Contributor	Prime	Contributor	Oversight
Project Communication Management	Contributor	Prime	Contributor	Oversight
Project Risk Management	Contributor	Contributor	Contributor	Prime
Project Contract Management	Contributor	Contributor	Contributor	Prime

Figure 1 - APC, Business Analysis, Tech Support, Director of Operations

Orion will provide an online project tracking site that will include the following information:

1. Project Document
2. Project Deliverables and Milestones
3. Project Tasks with Due Dates, Status, and Assignments
4. Project Journal which will include tracking of:
  - a. Customer Communications
  - b. Formal Customer Meetings
  - c. Ad-Hoc Customer Meetings
  - d. Activity Events
5. Project Issues

Orion will provide access to the online project site to the Client's Project Manager, Client's Assigned Leads for each respective application. The Client agrees to leverage this site for formal documentation of events and tasks for the project.



Project Deliverables

Project Initiation

Orion will be provided a Client Project Manager resource to work with that will be the focal person Orion will coordinate all activates as it relates to the project. Orion will provide an on-site kick off meeting and will coordinate that meeting and all agenda items with the Client Project Manager. The following is a summary list of the activities that comprise a kick-off meeting.

Review of the Scope of Work Requirements

Orion will provide a summary overview of the applications purchased by this contract:

- AgencyWeb – Administrator for management of personnel, scheduling, overtime, etc..
- AgencyWeb – Virtual Viewer as an integration tool for data sharing between MDCR and other departments/groups
- AgencyWeb – Agent(s) for Interfaces

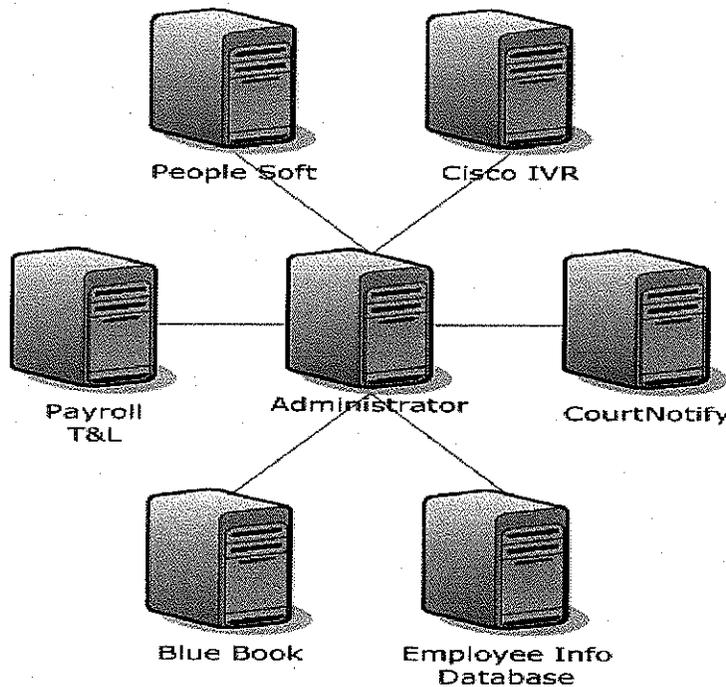


Figure 2 Agency-Web Agent Interfaces

Solution Infrastructure

The following drawing provides a summary of the infrastructure connectivity to the application. The decision on infrastructure configurations is the role of ETSD as it relates to setting up the network connectivity, security, firewall management, IP addressing and all port settings. This drawing provides for access to the application based upon the same configuration being used by the eNotify solution environment. If ETSD decides to not allow the application to be accessed from outside the ETSD firewall then the application server would reside behind the firewall. This scope of work supports either approach.



Access to the application only requires Internet Brower services to the application website. There is no need to install any software on individual personal computers or gateway application servers.

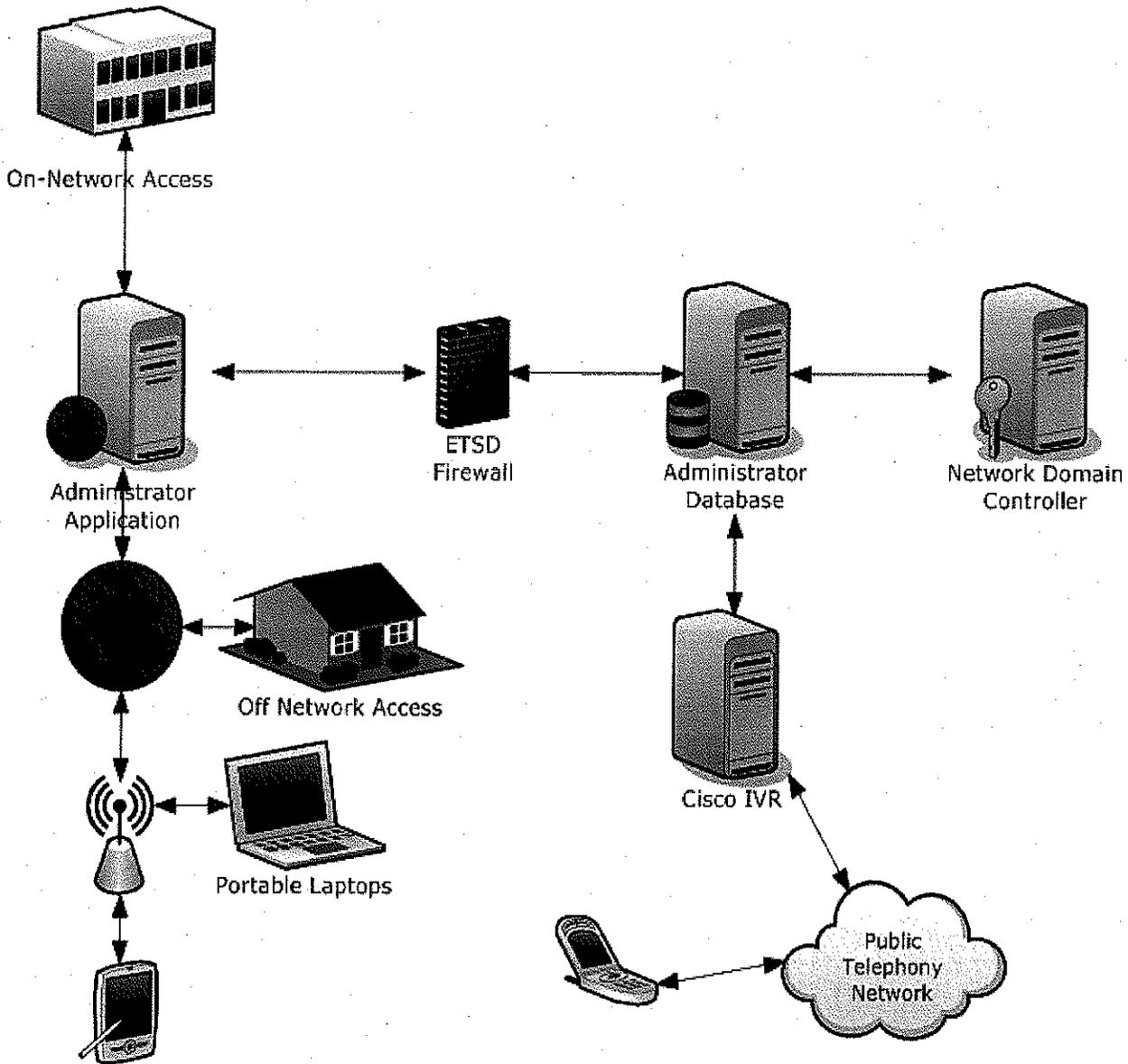


Figure 3 - System Solution Summary

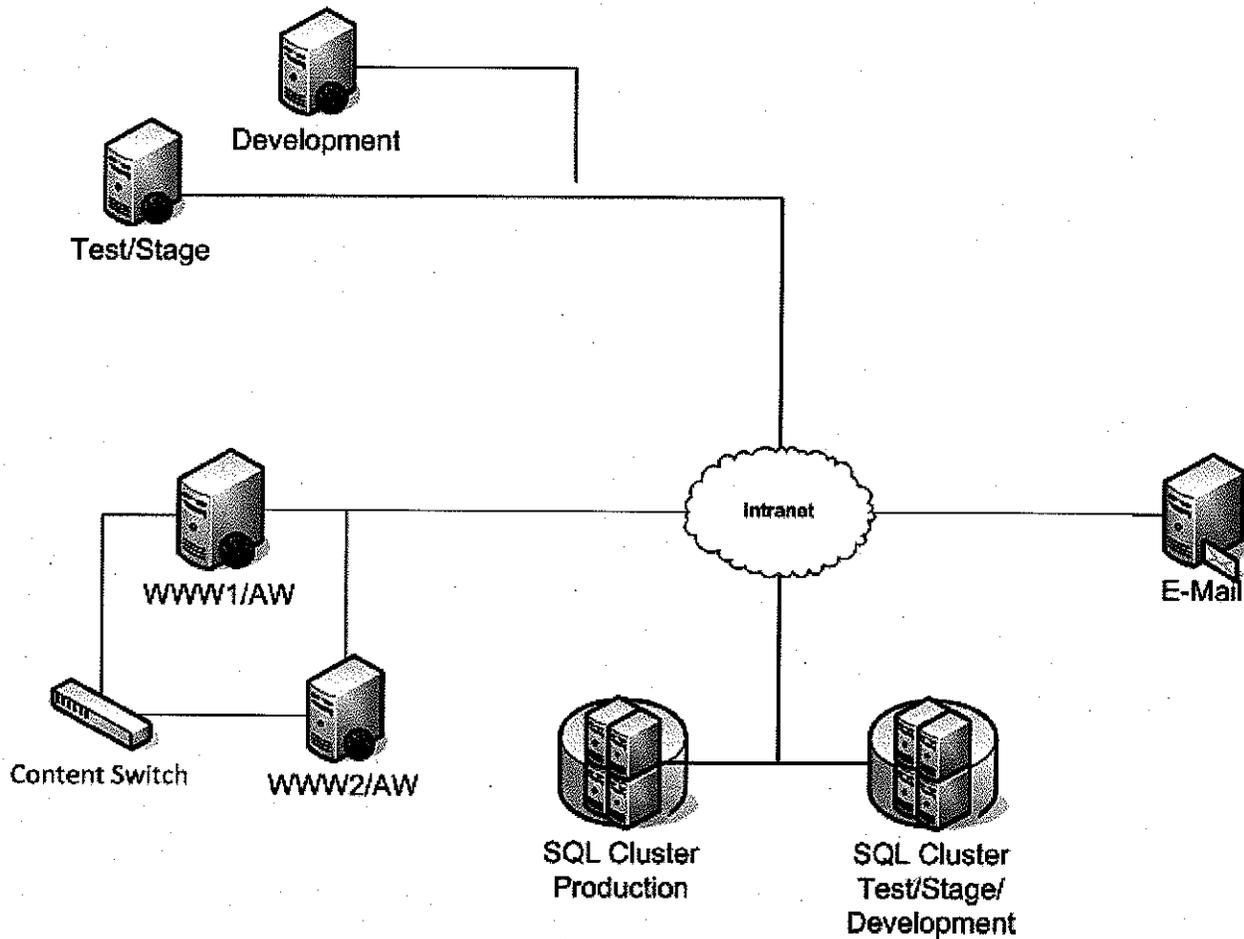


Figure 4 - Server Instances

Key elements discussed during the Kick Off meeting and system overview include:

- a) AgencyWeb Administration
  - a. GAP Analysis
  - b. Enabling System Features and Functionality
  - c. Determining System Settings and Terminology
  - d. Permission Settings
  - e. Agency Organizational Structure
  - f. Job Title and Unique Identifiers
  - g. Roster, Leave, and Overtime Management
  - h. External Application Integration



- i. Approval Request and Decision Processing
- j. Virtual Viewer Integration
- b) AgencyWeb Activity Tracker
  - a. Incident Codes – Problem Nature
- c) AgencyWeb Training
  - a. Course Schedule
  - b. Attendance Management
  - c. Class Notification and Acceptance
  - d. Training Bulk Entry
- d) AgencyWeb Virtual Viewer
  - a. External System Data Sets
  - b. External System ODBC Accessibility
  - c. External System XML File Options
  - d. Field Definitions by System
  - e. Field Permission Access Public versus Private

**Note: It is required that Orion be provided data views, web service access, or replicated exports to a SQL database for retrieving data from any of the listed interfaces in a timely manner to comply with MDCR timeframes. Orion will also require being provided sample data consisting of a minimum of 90 days of real data for the purpose of configuration, testing, and validation of system performance. This will also include information regarding the key tracking numbers and primary key relationships within the data structure. Additionally, Orion will be provided sample reports for layout purposes and verification of view permissions by user role.**

**Roles and Responsibilities**

Orion will introduce the Orion Business Analyst that will be assigned to the project and explain their role and purpose for configuration of aspects of the application as well as providing the training services for the project. Orion will introduce the Project Management team including the operational support services that are provided by Orion’s help desk. During this session, Orion will review the project matrix that shows the key steps in the project and discusses the expectations of the Orion team and the client’s team to properly configure and prepare the system for production usage.

Category	Tasks
Server	Setup Server – Orion provides a server configuration and setup document for the



	Agency to utilize. The customer is responsible for installation of the server within their infrastructure.
<b>Software License Receipt</b>	Receipt of the Software License CDs and End User Licenses
<b>Application Installation</b>	Installation of the application using Orion's default settings
<b>System Administration Training Day</b>	Training using Orion's Default Settings to explain the application and functionality in more detail to the Client Subject Matter Experts (SMEs)
<b>Configuration Documentation</b>	Completion of Orion's System Configuration Documentation include the data exchange fields for standard AgencyWeb Interfaces.
<b>Deployment of Configuration Settings</b>	Deployment of the Client's configuration settings and support for the SMEs data entry of system data and settings. Includes setting of organizational structure, job classes, all administrative codes, field definitions, private labels, permission settings, information dates, and schedules.
<b>Personnel Data Load</b>	Loading of the Personnel Data Into the system by the SMEs
<b>System Acceptance</b>	System Acceptance is a formal process which includes a formal walk through of system functionality following an agreed upon acceptance document.
<b>System Training</b>	Once the System Acceptance document has been signed, then formal training is conducted to prepare for system usage by the agency(s).

Figure 5 - Table of Responsibilities

**Kick-off Distribution of Documents**

Orion will distribute to the Client the following configuration documents. These documents provide information on the applications acquired by this contract and the setting options for system configuration beyond the standard default settings.

- Administrator Configuration Document
- Interface Requirements Document

In addition to providing these configuration documents, Orion will provide PowerPoint documents that provide commonly asked questions by Orion customers. This PowerPoint is intended to assist the SMEs in understanding the application purpose, capabilities, and contract terms. The Business Analyst will be responsible for answering all SME questions and providing follow-up documentation during the project. Also, the Business Analyst will be responsible to work with the Client's Project Manager to plan out the on-site events and make sure the travel expectations match the travel plans within the pricing terms.



### **Project Schedule**

Orion will work with the Client to maintain the project schedule. The project schedule will consist of a number of key deployment steps, including but not limited to:

- Server Setup
- Delivery of Software Media and EULA Acceptance
- Software Installation using Default Configuration
- MDCR System Configuration Services
- MDCR External Platform Initial Loads
- MDCR Interface Design and Deployment
- Acceptance Testing Process
- Training Services
- Production Application Readiness Services
- Go Live Coordination
- Post Go Live Support

*Note: The pricing for this project has been provided based on the assumption that implementation of Orion's solutions will not be broken into multiple phases.*

*Note: Initial Loading of data comprises of one formal system load for acceptance testing. This is followed by another final load for go live preparation. Additional requests for subsequent loading of initial data may result in additional service fees.*

### **License Software Delivery**

Orion will deliver the software for all applications in the form of a CD housing the application media. The receipt of this software includes the End User License information. The End User License Agreement must be reviewed and approved by the Client at this time.

### **Application and Database Installation**

Orion will work with the Client's designated staff to implement the core application and database. The systems are configured using Orion's standard default settings and default content.

The systems for MDCR will consist of the following instances:

- 1) Production (Mirrored)
- 2) Development – will include interfaces for development purposes
- 3) Test
- 4) Stage



Condition of deployment 1: The system being installed is an enterprise solution for Miami-Dade County Corrections. 2. The aforementioned instances of the Orion applications are the only instances quoted and licensed within this project. Should additional instances be required by MDCR, additional installation and configuration charges will apply along with applicable licensing. 3. Only one instance is authorized for production usage.

The following is the deployment schedule of the core application within the ETSD infrastructure:

<input type="checkbox"/> System Installation	16 days	Mon 1/3/11	Mon 1/24/11
Server Hardware and Software Setup	5 days	Mon 1/3/11	Fri 1/7/11
Receipt of Administrator Application Code	1 day	Mon 1/10/11	Mon 1/10/11 23
Application Installation Production	2 days	Tue 1/11/11	Wed 1/12/11 24
Application Installation Stage	2 days	Thu 1/13/11	Fri 1/14/11 25
Application Installation Test	2 days	Mon 1/17/11	Tue 1/18/11 26
Application Installation Development	2 days	Wed 1/19/11	Thu 1/20/11 27
System Default Review Session	2 days	Fri 1/21/11	Mon 1/24/11 28

The following steps are used to setup the Application and Database servers in preparation for the Orion Applications. All default selections should be selected unless identified by an install step below. To insure proper communication the Application server will need to be able to connect to the SQL server via Web Services port 80 and SQL access via port 1433.

**Application Server**

The Client will be responsible for basic preparation of the servers that will host Orion applications. The preparation will include the following tasks. Orion will check the server for accuracy and completeness of these items, prior to Software installation.

1. Install OS: Microsoft Windows Server 2003 R2 32-bit SP2
2. Assign Static IP
3. Remove Internet Explorer Enhanced Security Configuration
4. Allow Internet access for updates.
5. Grant Local Administrative access (This can be a domain account)
6. Create Local or Network user account(This will be a service account)
7. Enable Remote Desktop access
8. Install Windows Components
  - a. Network COM+ access
  - b. Internet Information Services (IIS).
  - c. Internet Information Services Manager
  - d. World Wide Web Service
  - e. Active Server Pages



- f. Server Side Includes
- g. World Wide Web Service
9. Install .NET Framework (Install after IIS is installed to insure proper registration)
  - a. Microsoft .NET Framework 2.0 Service Pack 1
  - b. Microsoft .NET Framework 3.0 Service Pack 1
  - c. Microsoft .NET Framework 3.5 Service Pack 1
10. Crystal Reports 2008 Runtime Redistributable MSI package
11. Install all Microsoft updates

### SQL Server

The Client will be responsible for basic preparation of the servers that will host Orion applications. The preparation will include the following tasks. Orion will check the server for accuracy and completeness of these items, prior to Software installation.

1. Install OS: Microsoft Windows Server 2003 R2 32-bit SP2
2. Assign Static IP
3. Remove Internet Explorer Enhanced Security Configuration
4. Allow Internet access for updates.
5. Create Local Administrative access (This can be a domain account)
6. Enable Remote Desktop access
7. Install Windows Components
  - a. Network COM+ access
  - b. Internet Information Services (IIS).
  - c. Internet Information Services Manager
  - d. World Wide Web Service
  - e. Active Server Pages
  - f. Server Side Includes
  - g. World Wide Web Service
8. Install SQL Services: (Use Mixed Authentication mode)
  - a. Database Service
  - b. Integration Services
  - c. Reporting Services (Use default setup)
  - d. Administrative Tools (Do not install sample databases or documentation)



- 9. Install SQL Service Pack 3
- 10. Create SQL User Accounts
  - a. Local SQL Admin Account with SYSADMIN rights
  - b. Application SQL Account for DBO access to the database
  - c. SSRS User Account for Read-Only access to the database
- 11. Install all Microsoft updates

The following is a summary of the system default settings that are installed during this process:

**Administrator Default Settings**

1) Organization structure is setup for

- Agency
- Bureau
- Org
- Section
- Shift
- Position

2) Watch Names:

- Day
- Evening
- Midnight

3) Leave and Overtime types are set to:

leavetype	leavetypedescr	block	Accrue Y/N	COMP Y/N
VAC	Vacation	TRUE	N	N
COMP	Comp Time	TRUE	N	Y
SICK	Sick	TRUE	N	N

OTType	OT Reason Code	OT Descr
Regular	J55	Late Relief
Grant	G10	STEP
Court	C15	District Court
Special Event	S10	City Festival

**System Settings**

Table	Field in Database	Default Data
-------	-------------------	--------------



personnel	username	fnamelname
personnel	password	Pass1word!
personnel	fname	Jane
personnel	mname	null
personnel	lname	Smith
personnel	badge	0000
personnel	rank	Admin
personnel	employeeno	00001
personnel	race	White
personnel	sex	Male
personnel	dateofbirth	1/1/1960
personnel	class	Admin
personnel	assignedorg	Patrol
personnel	workingorg	Patrol
personnel	fundingorg	Patrol
personnel	originalsvdate	8/23/1983
personnel	ec1_address	1234 Main Street
personnel	ec1_city	Anywhere
personnel	ec1_name	Jack Smith
personnel	ec1_phone1	555-555-1212
personnel	ec1_phone2	555-555-1214
personnel	ec1_relationship	Wife
personnel	ec1_state	TX
personnel	ec1_zip	75222
personnel	ec2_address	Null
personnel	ec2_city	Null
personnel	ec2_name	Null
personnel	ec2_phone1	Null
personnel	ec2_phone2	Null
personnel	ec2_relationship	Null
personnel	ec2_state	Null
personnel	ec2_zip	Null
personnel	spouse	Jack Smith
personnel	address1	1234 Main Street
personnel	address2	Null
personnel	city	Anywhere
personnel	email	name@email.com
personnel	mailing_address1	Null
personnel	mailing_address2	null
personnel	mailing_city	null
personnel	mailing_state	null



personnel	mailing_zip	null
personnel	phone1	555-555-1212
personnel	phone2	555-555-5555
personnel	phone3	555-555-1216
personnel	phone4	555-555-1234
personnel	phone5	Other
personnel	state	TX
personnel	withincitylimits	bit checked
personnel	zip	75555
personnel	assignmentpay	\$50.00
personnel	certificationpay	\$100.00
personnel	detectivepay	null
personnel	EIPay	\$100.00
personnel	fieldtrainingpay	Null
personnel	languagepay	Null
personnel	monthllysalary	5200
personnel	patroldutypay	Null
personnel	servicepay	Null
personnel	shiftassignmentpay	Null
personnel	accountCode1	
personnel	accountCode2	
personnel	accountCode3	

**Job Titles**

AgencyWeb requires *Job Titles* to be defined in order to manually add personnel or to import personnel

The following fields are available for each *Job Title*, and need to be determined as part of configuration:

1. Job Title (required)
2. Tier – rank of position (required)
3. Class (required)
4. Class Code (optional)
5. Grade (optional)
6. Step (optional)
7. Frequency of Step (optional)
8. Class Name (required)
9. Sworn Y/N (required)



The following table displays information that is required for import of personnel:

Job Title	Tier	Class	Class Code	Class Name	Grade	Step	frequency of step	Sworn? Y/N
Chief of Police	1	Administrator	11-1010	Chief of Police				Y
Assistant Chief of Police	2	Administrator	11-1011	Assistant Chief				
Lieutenant	3							
Sergeant	4							
Police Officer	5		33-3051	Police Officer	1	1	year 1	Y

**MDCR Configuration**

The process of configuration of the application with the terminology and settings specific to the Client will be a hands-on process between the Business Analyst from Orion and the Client SME(s). Orion will leverage the following tools for the completion of this process:

- Orion Configuration Documentation
- Orion Application Administration User Interface
- Orion Database Administration and Content Setup
- Orion Stored Procedures
- Orion Web Service Configuration Settings
- Phone Conferences
- WebEx Conferences
- On-Site Meetings – Please note that a set number of onsite activities have been included in this Project. *Any onsite activities outside of these identified trips will be subject to a change order.*

The application configuration includes:

- Administrator –settings within the Administrator tab, system data seeding from external data, IVR settings for Cisco IVR, and submittal/approval workflow settings.
- AgencyWeb – Agent –interface for exchanging personnel, skills, schedules, contact, and organization information as defined in the Interface Requirements Document (IRD) for each licensed interface within this contract. Utilizes Web Services based upon SOAP standards.

**Phase of Project – System Configuration**

System Configuration is comprehensively completed with all system settings and all required data content is loaded into the application. In order to achieve proper system configuration, Business Analysis services are included in this Scope of Work to guide and consult MDCR in the system settings.



The following tasks and timelines have been provided within this scope of work:

<input type="checkbox"/> <b>Business Analysis Services</b>	<b>30 days</b>	<b>Mon 12/20/10</b>	<b>Fri 1/28/11</b>
Administrator Configuration Document	30 days	Mon 12/20/10	Fri 1/28/11
External System Seeding Documentation	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Organizational Structure	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Approval Processing Business Rules	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Work Schedules Business Rules	30 days	Mon 12/20/10	Fri 1/28/11
MDCR FLSA Business Rules	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Leaves and Compensation Time Business Rules	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Permission Requirements	30 days	Mon 12/20/10	Fri 1/28/11
MDCR IVR Business Rules	30 days	Mon 12/20/10	Fri 1/28/11
MDCR Configuration Settings	30 days	Mon 12/20/10	Fri 1/28/11

Please note – since so much data is coming in from different system and interfaces are part of this solution, additional system configuration processes are covered in the interface section of this document.

**Application Interface Requirement Documents (IRD)**

In order to fully document the details necessary for loading the system from an external platform and establishing an “on-going” interface to an external application, Orion works with the Client to document an Interface Requirements Document. These documents are created for each external application and have a formal approval process documenting the agreement of all contributors as to the contents and actions to be taken to meet interface requirements of the contract.

The following are key activities necessary in creating the Interface Requirements Documents:

<input type="checkbox"/> <b>Interface Requirements Documentation</b>	<b>20 days</b>	<b>Mon 1/24/11</b>	<b>Fri 2/18/11</b>
IRD - Blue Book Interface	15 days	Mon 1/24/11	Fri 2/11/11
IRD - MDCR Training Interface	15 days	Mon 1/24/11	Fri 2/11/11
IRD - Payroll Interface	20 days	Mon 1/24/11	Fri 2/18/11
IRD - EID Interface	15 days	Mon 1/24/11	Fri 2/11/11
IRD - HR Interface	20 days	Mon 1/24/11	Fri 2/18/11
IRD - Cisco IVR Interface	20 days	Mon 1/24/11	Fri 2/18/11

The completion of the IRD(s) along with the Configuration information collected and documented in section above System Configuration completes a key milestone event of finalizing the application of customer requirements into system configuration settings and interface configuration settings.



**System Content and Interface Development Phase**

After the IRD(s) are accepted the technical staff begins to process the requirements and conducts interactive sessions with the ETSD technical team responsible for web and file transfer services. The following is the schedule that combines the settings from Configuration Phase to include imported Content and Interface Development and Deployment Phase:

<input type="checkbox"/> <b>System Configuration &amp; Customizations</b>	<b>64 days</b>	<b>Tue 1/25/11</b>	<b>Fri 4/22/11</b>	
Export of CNS MDCR Data to Administrator	3 days	Tue 1/25/11	Thu 1/27/11	29
ODBC Access to Cisco IVR ETSD System	3 days	Fri 1/28/11	Tue 2/1/11	31
Web Service Access to ETSD External Applications	5 days	Wed 2/2/11	Tue 2/8/11	32
Administrator Admin Tab Settings	20 days	Mon 2/21/11	Fri 3/18/11	5
System Load PT&L	5 days	Mon 2/21/11	Fri 2/25/11	21
System Load Blue Book	2 days	Mon 2/28/11	Tue 3/1/11	35
System Load EID	5 days	Wed 3/2/11	Tue 3/8/11	36
System Load eNotify	2 days	Wed 3/9/11	Thu 3/10/11	37
Work Positions and Attributes	30 days	Mon 2/21/11	Fri 4/1/11	14
Rescheduling Rules - Automatic Position Fill	30 days	Mon 2/21/11	Fri 4/1/11	14
Posting Work Positions for Available Signup	30 days	Mon 2/21/11	Fri 4/1/11	14
Field Displays for Bidding Screen	30 days	Mon 2/21/11	Fri 4/1/11	14
Workforce Reports	15 days	Mon 4/4/11	Fri 4/22/11	41
Web Service Interface - Blue Book	30 days	Mon 2/14/11	Fri 3/25/11	16
System Load - MDCR Training	30 days	Mon 2/14/11	Fri 3/25/11	17
Web Service Interface - Payroll	30 days	Mon 2/21/11	Fri 4/1/11	18
System Load - EID	30 days	Mon 2/14/11	Fri 3/25/11	19
Web Service Interface - PeopleSoft (2 Way)	30 days	Mon 2/21/11	Fri 4/1/11	20
Cisco IVR - ODBC, XML, HTTP Interface	30 days	Mon 2/21/11	Fri 4/1/11	21
Deploy Mirror Interfaces for Development Site	5 days	Mon 4/4/11	Fri 4/8/11	49
<input type="checkbox"/> <b>Web Service Deployment</b>	<b>18 days?</b>	<b>Mon 3/28/11</b>	<b>Wed 4/20/11</b>	
Web Service Interface - Blue Book	2 days	Mon 3/28/11	Tue 3/29/11	44
System Load - MDCR Training	2 days	Mon 3/28/11	Tue 3/29/11	45
Web Service Interface - Payroll (2 Way)	2 days	Mon 4/4/11	Tue 4/5/11	46
File Transfer - DPAR for PT&L	1 day?	Wed 4/6/11	Wed 4/6/11	54
System Load - EID	2 days	Mon 3/28/11	Tue 3/29/11	47
Web Service Interface - PeopleSoft (2 Way)	2 days	Mon 4/4/11	Tue 4/5/11	48
Cisco IVR - Scripts and Interface	2 days	Mon 4/4/11	Tue 4/5/11	49

Figure 6 - System Content and Configuration Phase

Once the deployment has been finalized, the interfaces will be tested by Orion and the ETSD technical team in order to verify deployment matched the design requirements. Adjustments to the interface are made at this time in order to prepare the interface and application for formal Acceptance testing.



<input type="checkbox"/> <b>Web Service Testing</b>	<b>16 days</b>	<b>Wed 3/30/11</b>	<b>Wed 4/20/11</b>	
Web Service Interface - Blue Book	10 days	Wed 3/30/11	Tue 4/12/11	52
System Load - MDCR Training Data	10 days	Wed 3/30/11	Tue 4/12/11	53
Web Service Interface - Payroll (2 way)	10 days	Wed 4/6/11	Tue 4/19/11	54
File Transfer - DPAR for PT&L	10 days	Thu 4/7/11	Wed 4/20/11	55
System Load - EID Data	10 days	Wed 3/30/11	Tue 4/12/11	56
Web Service - PeopleSoft (2 Way)	10 days	Wed 4/6/11	Tue 4/19/11	57
Cisco IVR - Scripts and Interface	10 days	Wed 4/6/11	Tue 4/19/11	58
<input type="checkbox"/> <b>eNotify Integration Testing Stage</b>	<b>11 days</b>	<b>Mon 1/10/11</b>	<b>Mon 1/24/11</b>	
Prepare eNotify Stage Site	2 days	Mon 1/10/11	Tue 1/11/11	
Update eNotify Stage to Synchronize Data with Administrator	4 days	Wed 1/12/11	Mon 1/17/11	68
Conduct enotify Stage Testing	5 days	Tue 1/18/11	Mon 1/24/11	69

Figure 7 - Interface Testing

**System Testing**

Orion will provide a test plan document that will be reviewed with the Client. This test plan is a formal document that provides the test case, the description and the sequence of steps to be tested. The Client SME is responsible for reviewing the document and signing off on the test plan prior to conducting the test plan.

Orion conducts the acceptance process by walking through each test case and working with the client to document the results. Completion of the acceptance test process regardless of all items receiving a pass or fail status but the mere completion of a formal acceptance testing procedure will result in the completion of the ATP milestone for payment. In the even the client refuses to the signing of a task completion report and cannot provide evidence to which the ATP process was not completed then the milestone payment will be paid within thirty (30) days of the date of the ATP completion.

<input type="checkbox"/> <b>Acceptance Testing</b>	<b>41 days</b>	<b>Mon 4/4/11</b>	<b>Mon 5/30/11</b>	
ATP Document Administrator Delivery and Approval	5 days	Mon 4/4/11	Fri 4/8/11	49
Administrator End to End Acceptance Testing	2 days	Mon 4/25/11	Tue 4/26/11	72FS+10 days
ATP Document Web Services Delivery and Approval	5 days	Wed 4/27/11	Tue 5/3/11	73
ATP - Web Service Interface - Blue Book	2 days	Wed 4/27/11	Thu 4/28/11	73
ATP - System Load - MDCR Training	1 day	Fri 4/29/11	Fri 4/29/11	75
ATP - Web Service Interface - Payroll (2 Way)	5 days	Mon 5/2/11	Fri 5/6/11	76
ATP - File Transfer - DPAR for PT&L	5 days	Mon 5/9/11	Fri 5/13/11	77
ATP - System Load - EID	1 day	Mon 5/16/11	Mon 5/16/11	78
ATP - Web Service Interface - HR	5 days	Tue 5/17/11	Mon 5/23/11	79
ATP - Cisco IVR	5 days	Tue 5/24/11	Mon 5/30/11	80

Figure 8 - ATP Phase

This testing process is a formal process and is a key milestone achievement. The completion of the ATP is the Milestone and not the pass/fail status of the testing.



Final System Acceptance is completed when the application has been in production usage for thirty (90) days after go live achievement without any critical failures or outages.

<b>Test Case:</b>	TC-UC-1 Logging In/Out		
<b>Description:</b>	User logs into and out of Agency Web application. User changes default password upon initial log in.		
<b>Primary Actors:</b>	User	<b>Executed By:</b>	
<b>Preconditions:</b>	User has been assigned a username and password.	<b>Date Executed:</b>	
<b>Success Guarantees:</b>	User is able to log into and out of application. User successfully changes default password.		
<b>TC-UC-1-Main</b>	<b>Procedure / Inputs</b>	<b>Expected Results</b>	<b>Pass/Fail</b>
1. Enter Agency Web URL address on web browser	Enter Agency Web URL	System returns log into screen	
2. Logging In			
2.1. Enter assigned username	Enter username		
2.2. Enter assigned default Password	Enter default Password		
2.3. Select Log In button	Select Log in Button	System displays user's home screen	
3. Changing default password			
3.1. Select the "Welcome Username" link from the upper right corner of home screen	Select Welcome Username link	System displays user's base personnel record	
3.2. From base personnel record, select "Contact" tab	Select Contact tab	System displays user's contact information	
3.3. In the Password box, erase current password and enter new password	Erase existing password and enter new password		
3.4. Select Save	Select Save	System displays pop-up window "The record was successfully updated" select "OK"	
4. Logging Out			
4.1. Select the Log Off link from the upper right corner of Home Screen	Select Log Off link	System logs user off and displays log in screen	



Figure 9 - Example ATP Form

### System Training

The contract includes providing training to the Client based upon the following methodologies:

- Certification Training
- Administrator/System Administrator
- Master Administration
- Computer Based Training Module (CBT)
- PowerPoint Presentation
- System Hands-on Training
- Orion Application User Guides
  
- Administrator Training
  - Certification Training – 4 days
  - Administrator/System Administration – 2 days
  - Master Administration – 4 days
  - Computer Based Training (CBT)
  
- Virtual Viewer – 1 day On Site for System Administration Training

*Note – Orion will not provide database schemas or source code documentation. Additionally, Orion will not provide any use case documentation, or architectural build documents regarding Orion's application. Note – Class syllabus details were included in the RFP response document associated with this Scope of Work.*

*Training will be conducted on the customer training site using the customer provided training room, equipment and facilities. Orion is responsible for providing a trainer with associated training material. Orion will also provide the trainer's computer equipment. The Client is responsible for all training equipment and server access for hands-on training activities.*

*Note – Training must be conducted in an agreed grouping of days to limit the amount of travel expense and to optimize the training setup process.*

Orion will provide a system administration training event that is a full two day event the Client's IT staff. This training will utilize two (2) days of the total of eight (8) allocated training days the Client has acquired. The following information is covered during this training class.

- 1) Network Ports
  - a) System Service Ports
  - b) Remote Access Ports
- 2) Network Diagrams



- a) Network Infrastructure
- b) Network Port Access
- c) Network Web Services
- 3) Server Configuration
  - a) Server Information
  - b) Network Information
  - c) Installed Rolls
  - d) Installed Features
  - e) Database Information
  - f) SQL Scheduled Task
  - g) ColdFusion Information
  - h) IIS Information
  - i) .NET Framework
  - j) Crystal Reports
  - k) Server Scheduled Task
- 4) Troubleshooting
- 5) Disaster Recovery
- 6) Backup Procedures

The following is the Training Schedule:

<input type="checkbox"/> Training	34 days	Wed 4/27/11	Mon 6/13/11	
Update Computer Based Training for MDCR Settings (CBT)	10 days	Tue 5/31/11	Mon 6/13/11	81
Prepare Test Site as Training Site for Administrator	5 days	Wed 4/27/11	Tue 5/3/11	73
System Administration Training	1 day	Wed 5/4/11	Wed 5/4/11	84
Master Administration Training	4 days	Thu 5/5/11	Tue 5/10/11	85

Figure 10 - Training Schedule

**Go Live Coordination**

Orion assists the Client in the process of going live with the production site by providing the Client a go live checklist. This check list includes tasks for Orion, the Client's IT department, other vendors, and the Dedicated Support Representative representing the Client. Orion will work with the client to confirm all servers and scheduled processes are in place. Final review of the go live check list and application set up is performed with the client and Orion on site.



The following is a Go Live Task Schedule:

<input type="checkbox"/> Go Live Activities	10 days?	Tue 6/14/11	Mon 6/27/11	
Deploy Go Live Version of Administrator to Development	1 day?	Tue 6/14/11	Tue 6/14/11	81FS+10 days
Deploy Go Live Version of Administrator to Stage	1 day	Tue 6/14/11	Tue 6/14/11	81FS+10 days
Deploy Go Live Version of Administrator to Production	2 days	Tue 6/14/11	Wed 6/15/11	81FS+10 days
Update eNotify Stage for Production Release Preparation	2 days	Thu 6/16/11	Fri 6/17/11	90
Update All Seed Data to Current Status	1 day	Mon 6/20/11	Mon 6/20/11	91
Update all eNotify Data to Current Status	1 day	Tue 6/21/11	Tue 6/21/11	92
Turn on all Interfaces to Maintain Data Currency	1 day	Wed 6/22/11	Wed 6/22/11	93
Push eNotify data and code updates to Production	1 day	Thu 6/23/11	Thu 6/23/11	94
Turn on eNotify integration on Production	1 day	Fri 6/24/11	Fri 6/24/11	95
Implement Go Live Support Monitoring	1 day	Mon 6/27/11	Mon 6/27/11	96

Figure 11 - Go Live Phase

**Go Live First Production Usage**

When the client first uses a subsystem for Live Operations of any of Orion products it is considered in production and Orion has achieved the milestone payment for go live terms. In the event that the system is in a go live ready mode for a period greater than 30 days without any critical priority issues identified to Orion by the client, Orion will be provided the opportunity to receive payment in consideration of go live status being achieved.

**System Final Acceptance**

System final acceptance milestone payment will be considered completed when the application has been in production usage for ninety (90) days after go live achievement without any critical failures or outages.

<input type="checkbox"/> System Acceptance	90 days	Tue 6/28/11	Mon 10/31/11	
System Acceptance Period - 90 Days	90 days	Tue 6/28/11	Mon 10/31/11	97

Figure 12 - System Acceptance Period

**Dedicated Support Representative**

Miami Dade Corrections have elected to acquire the services of a Dedicated Support Representative (DSR) for up to four hundred (400) hours of support during the systems first year of usage.

Services include:

1. Focal contact for all support phone calls, email, and online support tickets.
2. Responsible for responding to issues and assisting in resolution process.
3. Responsible for follow-up with client to validate resolution closure.
4. Provides technical support for Interface Management.



5. Provides research services to investigate issues.
6. Provides deployment services in conjunction with the Miami Dade ETSD organization standards.
7. Understands the configuration of the solution to validate consistency in deploying updates and validating testing scenarios.

### **Post Implementation Support**

Support terms are defined in the maintenance agreement of the contract. These terms are effective after the first production usage of the application and associated interfaces.

### *General Client Responsibilities*

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

- 1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- 2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- 3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- 4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to Orion staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with Orion documentation.
- 5) Unless specified as a defined service to be delivered by Orion, the installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System).
- 6) Unless specified as a defined service to be delivered by Orion, the installation of servers into racks and the connection of such servers to network switch(s).
- 7) Unless specified as a defined service to be delivered by Orion, the configuration of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by Orion documentation.
- 8) Any hardware and third party software necessary for implementing the system other than the hardware and third party software listed in the Orion price sheet (Deliverables, Price and Payment) for the Contract.
- 9) Third Party Systems that the Client operates and which will be interfaced with as a part of this project. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that



document the integration process for the level of interface integration defined by Orion's response to the project requirements.

- 10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client;
- 11) Active participation in all project meetings with consistent representatives who have Subject Matter Expertise in the applications be provided by Orion and the overall project goals based upon the Client's RFP terms.
- 12) The provision of code files and data as requested by Orion staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by Orion staff.
- 13) The timely review and approval Acceptance Test Plans (ATP), Integration Documentation, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.
- 14) Active participation in functionality feature review sessions.
- 15) Final User configuration, post acceptance system updates and on-going code file maintenance of the AgencyWeb portfolio in accordance to the training provided by Orion;
- 16) Making the appropriate personnel available for scheduled training sessions;
- 17) Provide a training facility with the required computer and audio-visual equipment for training; and
- 18) Timely completion of acceptance testing for AgencyWeb, Interfaces and other Subsystems.

#### **Project Exclusions**

Work, software, services, hardware, Systems, Subsystems, product/software modifications or any other deliverables not described in this SOW or the Agreement will not be included in the Project. Changes in scope will only be executed through an agreed upon Change Management Process.

#### *Client's Project Team Expectations*

In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems, including personnel administration, shift management, dispatch tow and records management NORIS system. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the AgencyWeb system after Go Live. These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.



### **Administrator Client Lead**

The Administrator Client Lead requires subject matter expertise and ability to make policy decisions regarding the storing, updating, and usage of personnel data, schedules, rosters, skills, and all other content being managed within the Orion Administrator solution and those shared by the AgencyWeb Agent interface.

### **Virtual Viewer Client Lead**

The Virtual Viewer Client Lead requires subject matter expert with knowledge of the database structure, data dictionary, access permissions, and infrastructure access for shared data for the aforementioned interfaces to sub systems. This includes user front end requirements.

### **Orion Product IT Lead**

It is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The key roles is an Orion he AgencyWeb Administrator who is responsible for application maintenance SQL Server, network, hardware, file and data back-ups and log management.

### **System Administrator**

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Agreement and the Software Support Agreement, following the initial system installation, administration and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

### *Application Interfaces*

#### **PeopleSoft**

The PeopleSoft interface is for staff structures – immediately after the proposed system's implementation.

#### **Initial Loading**

There is no initial loading of data with PeopleSoft.

#### **On-going Interface**

The following is the description of the interface from the RFP requirement document.

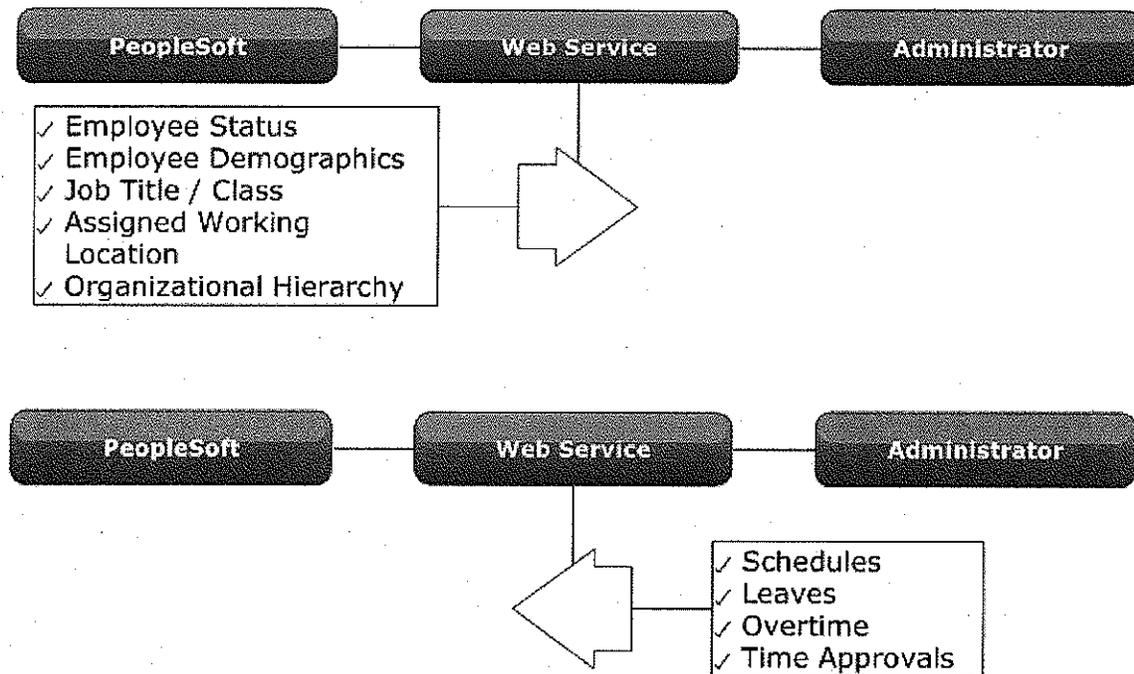


Figure 13 - Potential PeopleSoft Interface

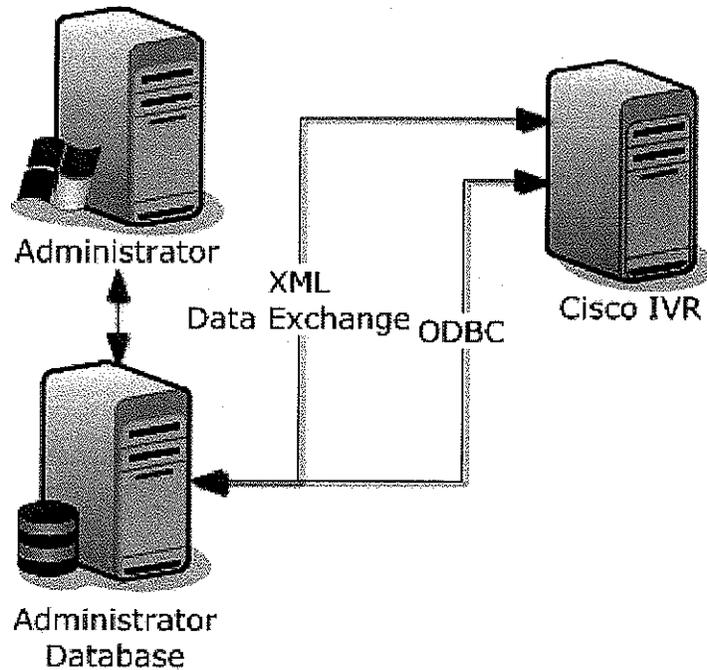
**Cisco IVR**

The Cisco IVR interface is for the purpose of sending and receiving of information through a telephony interface to the application users.

**System Interface**

Administrator is designed to work with external applications. Administrator is able to interface with Cisco IVR solutions running on an AVVID network. Data is exchanged including call lists, data dips, and response results. Orion is able to provide all engineering services to work with the ETSD Cisco IVR application. This includes documentation of all call flows, data scripts, and implementation services.

Orion understands the Administrator solution will be operating on the ETSD infrastructure and will utilize ODBC connections and XML files to interface with the Cisco IVR. ETSD assume the responsibility to insure that the Cisco IVR has outbound dialing capabilities.



**Payroll T&L**

The Payroll T&L interface is for the purpose of staff profile and payroll information including the Personnel Master File.

**Initial Load**

This is the current system of record for staff profile information. Information includes, but not limited to:

- 1. Staff Name
- 2. Payroll
  - a. Index Code
  - b. Paid Amounts per code

**On-going interface**

The following diagram describes the interface for ongoing data maintenance. It is comprised of two web services and one file transfer.

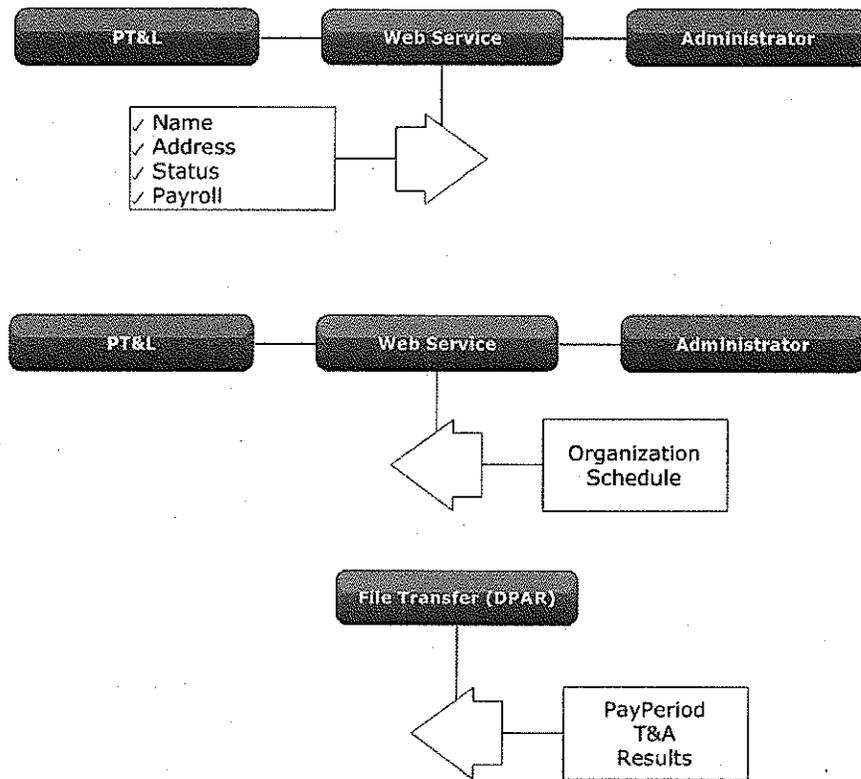


Figure 14 - PT&L Interface(s)

**eNotify**

The eNotify interface is for the purpose of Court Appointments

**Initial Load**

The following data will be loaded by Orion from eNotify:

1. Staff Schedule
2. Court Appointments

**Ongoing Interface**

Administrator has a built-in integration with eNotify. The integration provides the following data exchange in real-time. (Note – the addition of a new employee is not a real-time activity but rather a specialized web service activity that is executed once daily. All other activities are real-time.)

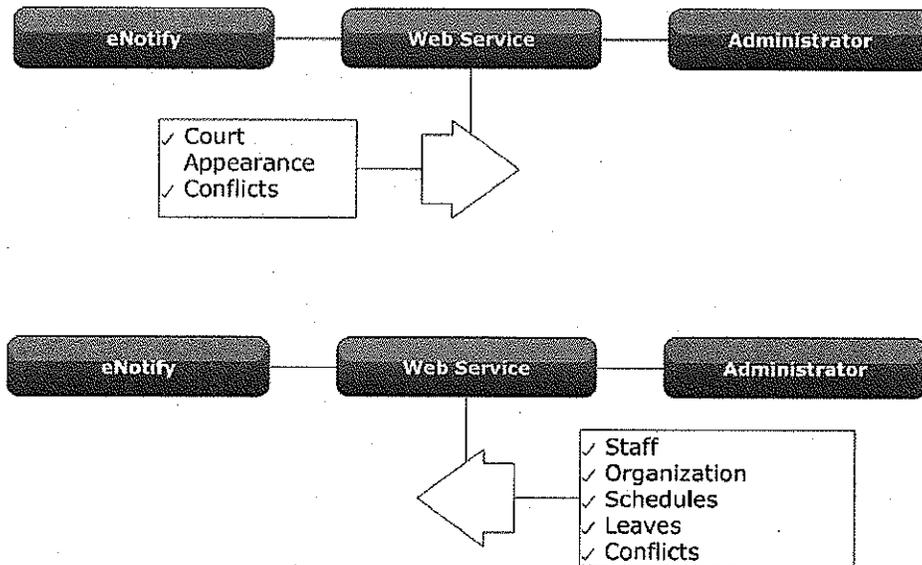


Figure 15 - eNotify Interface

**Blue Book**

The Blue Book interface is for staff contact information and is considered the current record for staff contact information.

**Initial Load**

Personnel Contact Information is contained in this tracking system. This is currently in a MS SQL 2005 database. The client will be responsible for providing to Orion a MS SQL data table with defined data mapping of each field that will be loaded into the Administrator application. The following are acceptable delivery options:

- SQL tables containing all data and appropriate reference keys
  - Note delivery of data in an export to Excel is not acceptable. Excel tends to reformat certain data types which can lead to misleading of data in the Administrator system.
- Table Entity Relationship Diagram
- Definition of Fields for the purpose of identifying all reference keys and fields.

**On Going Interface**

The following diagram shows the ongoing interface that will enable the Blue Books system to provide staff contact information to Administrator in real time.

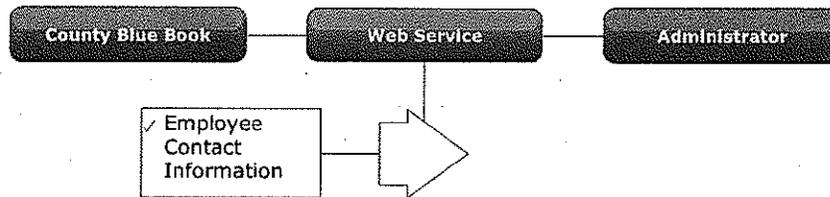


Figure 16 - Blue Book Interface

### Employee Info Database (EID)

The EID interface is for MDCR specific personnel information such as officer credentials, contact information, etc. MDCR staff information will be maintained in the Administrator application and will not need to pass data base to EID.

### Initial Load

The EID houses the core of staff data for MDCR. This is the current system of record of this data and the data is specific staff information that is not housed in other applications. The initial load will comprise of the following activities.

If the system is based upon a MS SQL database:

- SQL tables containing all data and appropriate reference keys
  - Note delivery of data in an export to Excel is not acceptable. Excel tends to reformat certain data types which can lead to misleading of data in the Administrator system.
- Table Entity Relationship Diagram
- Definition of Fields for the purpose of identifying all reference keys and fields.

If the system is not a MS SQL database :

- Comma separate table(s)
  - Note delivery of data in an export to Excel is not acceptable. Excel tends to reformat certain data types which can lead to misleading of data in the Administrator system.
- Table Entity Relationship Diagram
- Definition of Fields for the purpose of identifying all reference keys and fields.

### MDCR Training System

The MDCR interface is for the purpose of maintaining training information in the MDCR system.

### Initial Load

Currently the Training System is the system of record for training information. The training information will be loaded into the proposed system. There is no ongoing updating to the Training System.



The system will be responsible to provide to Orion the following information for the purpose of loading the data into Administrator.

If the system is based upon a MS SQL database:

- SQL tables containing all data and appropriate reference keys
  - Note delivery of data in an export to Excel is not acceptable. Excel tends to reformat certain data types which can lead to misleading of data in the Administrator system.
- Table Entity Relationship Diagram
- Definition of Fields for the purpose of identifying all reference keys and fields.

If the system is not a MS SQL database:

- Comma separate table(s)
  - Note delivery of data in an export to Excel is not acceptable. Excel tends to reformat certain data types which can lead to misleading of data in the Administrator system.
- Table Entity Relationship Diagram
- Definition of Fields for the purpose of identifying all reference keys and fields.



# **APPENDIX B PAYMENT SCHEDULE**



Appendix B – Payment Schedule

A. MILESTONE PAYMENT SCHEDULE

DELIVERABLE DESCRIPTION	PERCENTAGE OF PAYMENT	AMOUNT DUE
Completion of Kickoff and Delivery of Configuration Document	20%	\$109,961.76
Software Installation	10%	\$54,980.88
Completion of System Configuration and Interface Development	20%	\$109,961.76
Completion of Acceptance Testing for the System	15%	\$82,471.32
Completion of County Staff Training	5%	\$27,490.44
Phase 1 System Implementation – "Go Live"	15%	\$82,471.32
Phase 2 System Implementation – 90 Day Reliability	15%	\$82,471.32
<b>Subtotal for Software, Implementation, Configuration, Interfaces, and Training Services:</b>		<b>\$549,808.78</b>
Maintenance , Support Service Fees, and Software Escrow		\$0 Maintenance - (12 Month Warranty)
Year 1	N/A	\$2500 (Software Escrow)
Maintenance , Support Service Fees, and Software Escrow		
Year 2	N/A	\$86,550.28
Maintenance , Support Service Fees, and Software Escrow		
Year 3	N/A	\$86,550.28



Maintenance , Support Service Fees, and Software Escrow		
Year 4	N/A	\$86,550.28
Maintenance , Support Service Fees, and Software Escrow		
Year 5	N/A	\$86,550.28
<b>Total for Initial Five Year Term for Staff Scheduling Solution:</b>		<b>\$898,509.90</b>

**B. PRICE BREAKDOWN**

Qty	Item Type	Description	Total
<b>Software Components</b>			
1	SFT-S-S	AgencyWeb - Administrator Miami-Dade County	\$ 235,556.80
1	SFT-S-S	AgencyWeb - Virtual Viewer Miami-Dade County	\$ 54,000.00
1	SFT-S-S	AgencyWeb - Agent Complete Integration to eNotify	Incl
1	SFT-S-S	AgencyWeb - Agent Interface to PT&L System	\$ 13,500.00
1	SFT-S-S	AgencyWeb - Agent Interface to Blue Book System	\$ 13,500.00
1	SFT-S-S	AgencyWeb - Agent Interface to Training System	\$ 13,500.00
1	SFT-S-S	AgencyWeb - Agent Interface to EID System	\$ 13,500.00
1	SFT-S-S	AgencyWeb - Agent Interface to PeopleSoft	\$ 13,500.00
1	SFT-S-S	AgencyWeb - Agent Interface to IVR Solution	\$ 13,500.00
<b>Software Total:</b>			<b>\$370,556.80</b>

<b>Development Server Components</b>			
1	SFT-S-S	AgencyWeb - Development Server Mirrored Interfaces (SW only)	\$ 52,500.00
<b>Total Development Server Cost:</b>			<b>\$ 52,500.00</b>

<b>Installation Services</b>			
1	INT-SFT-S	AgencyWeb - Administrator Miami-Dade County	\$ 68,458.23
1	INT-SFT-S	AgencyWeb - Virtual Viewer Installation/Configuration	\$ 15,693.75
1	INT-SFT-S	AgencyWeb - Agent Interface to eNotify	\$ 3,750.00



1	INT-SFT-S	AgencyWeb - Agent Interface to PT&L System	\$ 3,750.00
1	INT-SFT-S	AgencyWeb - Agent Interface to Blue Book System	\$ 3,750.00
1	INT-SFT-S	AgencyWeb - Agent Interface to Training System	\$ 3,750.00
1	INT-SFT-S	AgencyWeb - Agent Interface to EID System	\$ 3,750.00
1	INT-SFT-S	AgencyWeb - Agent Interface to PeopleSoft	\$ 3,750.00
10	BA-S	Business Analyst Services	\$ 15,000.00
2	RTP-INST-S	Custom Report Writing Services	\$ 2,400.00
1	INT-SFT-S	IVR Integration Services	\$ 3,750.00
1	SW-ESCR	Software Escrow Fee via Iron Mountain	\$ 2,500.00
1	PM-S	Administrative Project Coordinator	\$ 22,500.00
1	D-SUP	Dedicated Support Representative (500 hours)	\$ 30,000.00
1	TRV	Project Travel & Expense	\$ 20,800.00
<b>Installation Services Total:</b>			<b>\$ 203,601.98</b>

Training Services Priced Per Day Train the Trainer Pricing			
1	TRN-CERT	AgencyWeb - Certification Training (4 days) for ETSD	\$ 3,750.00
2	TRN	AgencyWeb - Administrator/System Administration Miami-Dade Co Corrections	\$ 2,400.00
4	TRN	AgencyWeb - Master Administrator Training Miami-Dade Co Corrections	\$ 4,800.00
1	TRN	AgencyWeb - Virtual Viewer Training Miami-Dade Co Corrections	\$ 1,200.00
1	TRN	Computer Based Web Training Development (CBWT)	\$ 36,000.00
<b>Training Services Total:</b>			<b>\$ 48,150.00</b>

**C. FIVE YEAR TOTAL COST OF OWNERSHIP**

5 Year Total Cost of Ownership		
Year	Item Description	Total
Year 1	Contract Price for Software, Hardware and Services	\$ 549,808.78
	Software Maintenance	Included
	Software Escrow	\$ 2,500.00
<b>Year 1 Total:</b>		<b>\$ 552,308.78</b>
Year 2	Software Maintenance	\$ 84,050.28
	Software Escrow	\$ 2,500.00
<b>Year 2 Total:</b>		<b>\$ 86,550.28</b>



Year 3	Software Maintenance	\$ 84,050.28
	Software Escrow	\$ 2,500.00
<b>Year 3 Total:</b>		<b>\$ 86,550.28</b>

Year 4	Software Maintenance	\$ 84,050.28
	Software Escrow	\$ 2,500.00
<b>Year 4 Total:</b>		<b>\$ 86,550.28</b>

Year 5	Software Maintenance	\$ 84,050.28
	Software Escrow	\$ 2,500.00
<b>Year 5 Total:</b>		<b>\$ 86,550.28</b>

**Total for Initial Five Year Term: \$ 898,509.90**

**D. OPTIONAL YEARS TO RENEW (OTR) MAINTENANCE, SUPPORT, AND ESCROW FEES**

Description	Annual Fee	Extended Total
Maintenance , Support Services, and Software Escrow Fees OTR Years 6-8		\$181,505.60
Maintenance and Support Services	\$88,252.79	
Software Escrow	\$2,500.00	
Maintenance , Support Services, and Software Escrow Fees Year 9 - 11		\$190,330.90
Maintenance and Support Services	\$92,665.43	
Software Escrow	\$2,500.00	
Maintenance , Support Services, and Software Escrow Fees Year 12 - 14		\$199,597.40
Maintenance and Support Services	\$97,298.70	
Software Escrow	\$2,500.00	



Description	Annual Fee	Extended Total
Maintenance , Support Services, and Software Escrow Fees Year 15-17		\$209,327.30
Maintenance and Support Services	\$102,163.60	
Software Escrow	\$2,500.00	
Maintenance , Support Services, and Software Escrow Fees Year 18-20		\$219,543.60
Maintenance and Support Services	\$107,271.80	
Software Escrow	\$2,500.00	
<b>Total for all Optional Years to Renew:</b>		<b>\$1,000,304.80</b>

\*Note: Each bi-annual OTR term has a 5% increase in maintenance and support fees.

**E. OPTIONAL SERVICES**

The following rates are fixed and firm throughout the term of the Contract, including any options or extensions exercised in the sole discretion of the County. Hourly rates provided below are for any additional services to be billed on a time and material basis if requested by the County.

**Additional Service Pricing (Optional)**

Qty	Item Type	Description	Total
1	TRN	Train the Trainer	\$ 1,500.00
1	TRN	Follow-up Supervisor Refresher Course (3 days)	\$ 4,500.00
1	TRN	Follow-up System Administrator Refresher Course (3 days)	\$ 4,500.00
1	TRN	Follow-up Master Administrator Refresher Course (2 days)	\$ 3,000.00
1	BA-S	Business Analyst On site (per day)	\$ 1,500.00
1	RPT	Custom Report Writing per hr/8 hr minimum	\$ 1,200.00



Optional Pricing (Additional Agencies in Miami-Dade Co - 1-100 Sworn/civilian)

Qty	Item Type	Description	Total
<b>Software Components</b>			
1	SFT-S-S	AgencyWeb - Administrator Miami-Dade County	\$ 57,764.70
1	SFT-INT	AgencyWeb - Agent Interface to City Payroll (Note: All interfaces must be evaluated via the IRD process to ensure functionality and cost.)	\$ 15,000.00
1	INS-SF	Installation - AgencyWeb Administrator	\$ 12,000.00
1	INS-SF	Installation - AgencyWeb Agent for Interfaces	\$ 3,750.00
1	TRN	System Administrator Training - Administrator (3 days)	\$ 4,500.00
1	BA	Business Analyst Services (3 days)	\$ 4,500.00
1	APC	Administrative Project Coordination	\$ 2,500.00
1	MAINT	Annual Maintenance (22% of Software & Interfaces)	\$ 17,420.26
<b>Optional Software Total:</b>			<b>\$ 117,434.96</b>

Optional Pricing (Additional Agencies in Miami-Dade Co - 101-250 sworn/civilian)

<b>Software Components</b>			
Qty	Item Type	Description	Total
1	SFT-S-S	AgencyWeb - Administrator Miami-Dade County	\$ 89,443.80
1	SFT-INT	AgencyWeb - Agent Interface to City Payroll (Note: All interfaces must be evaluated via the IRD process to ensure functionality and cost.)	\$ 15,000.00
1	INS-SF	Installation - AgencyWeb Administrator	\$ 12,000.00
1	INS-SF	Installation - AgencyWeb Agent for Interfaces	\$ 3,750.00
1	TRN	System Administrator Training - Administrator (3 days)	\$ 4,500.00
1	BA	Business Analyst Services (3 days)	\$ 4,500.00
1	APC	Administrative Project Coordination	\$ 2,500.00
1	MAINT	Annual Maintenance (22% of Software & Interfaces)	\$ 17,420.26
<b>Optional Software Total:</b>			<b>\$ 149,114.06</b>

\*Note: Agencies larger than 250 sworn/civilian combined would need to be evaluated differently due to additional complexities.



# **APPENDIX C IMPLEMENTATION TIMELINE**