

**ELECTRONIC BIDDING SOLUTION**

This software licensing, hosting, maintenance, and support agreement ("Agreement") is made and entered into by and between Miami-Dade county , a political subdivision of the state of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128 (hereinafter referred to as the "County"), and RFP Depot, DBA BidSync , a corporation organized and existing under the laws of the state of Utah, having its principal office at 629 Quality Drive, Suite # 101, American Fork, Utah 84003 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor has submitted a written proposal dated September 21, 2012, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein. The Contractor has offered to provide the County with an Electronic Bidding Solution that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals, EPP-RFP No. 840 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Electronic Bidding Solution inclusive of all software licensing, implementation, configurations, interface development, customizations, training, hosting, maintenance, and technical support services for the County, in accordance with the terms and conditions of this Agreement;

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

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



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

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

ARTICLE 1. DEFINITIONS

- 1.1 "Software System" shall mean the computer program listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement.
- 1.2 "License Fee" or "Subscription Fee" shall mean the annual fee associated to granting the County use of the Software System as outlined in Appendix B "Price Schedule."
- 1.3 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."
- 1.4 "Projects" and "Services" shall mean enhancements or modifications to the 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.
- 1.5 "Support Services" shall mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software capabilities, as outlined in Appendix A, "Scope of Services."
- 1.6 "Software" shall mean the programs which (i) tell a computer what to do, and (ii) are required to perform the tasks specified in the Agreement, whether or not the programs are to be supplied by Contractor.
- 1.7 "System" shall mean the turnkey Electronic Bidding Solution which includes the Licensed Software and Third Party Software operating on the Contractor's Hardware that the Contractor will make accessible to the County and Third Party Users through the Internet, as a service, all as described in this Agreement and the attachments hereto.
- 1.8 "SaaS" shall mean Software as a Service owned and managed by the Contractor.
- 1.9 "Defect(s)" shall mean incorrect implementation of the System or failure of the System to conform to the Documentation, as defined below, or the Final Acceptance Criteria resulting in inadequacy, malfunction, or imperfection. In the event of a conflict between the Final Acceptance Criteria and the Documentation, the Final Acceptance Criteria shall prevail.
- 1.10 "Deliverable(s)" shall mean all Software, Software Licenses and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.
- 1.11 "Documentation" shall mean such documentation as delivered by the Contractor to the County and accepted by the County prior to Final Acceptance of the System relating to the use, function, and Support of the System. Such Documentation shall mean the training/user guide and other material as made generally available by Contractor to its customers relating to the use and function of the System, as may be amended from time to time by Contractor. Subject to the provisions of this Agreement, County may modify, add to, or customize the Documentation for its internal use and County may copy the Documentation as needed for its internal use at no additional fee.
- 1.12 "Final Acceptance" shall mean the acceptance of the System by the County.



- 1.13 "Final Acceptance Criteria" shall mean the criteria described in Appendix E "Acceptance Procedures" , as later and further developed as part of Stage 1 of each of Parts I and II (as described and set forth in Appendix A "Scope of Services") by which the County will test the System and its functional components and measure it's conformance with the final acceptance specifications in the Scope of Services or final CCS Documents.
- 1.14 "Maintenance" shall mean any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates as further defined in this Agreement under Appendix D "Maintenance and Support Services and Service Level Agreement".
- 1.15 "Releases" shall mean those versions of the System which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.
- 1.16 "Services" shall mean the work, duties, and obligations to be carried out and performed by the Contractor under the Agreement and pursuant to Appendix A "Scope of Services". Without limiting the foregoing, the Services to be performed by the Contractor fall into eight (8) general categories: (i) hosting the System on the Contractor's Hardware, (ii) making the System available to the County and Third Party Users over the Internet as a Service, (iii) Software programming or modification/configuration of the Licensed Software to meet the County's needs as reflected in this Agreement, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion of the County's current data, (vii) training of County staff, and (viii) Maintenance Support Services.
- 1.17 "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the System, review information, and make inquiries.
- 1.18 "Third Party Software" shall mean non-Contractor software provided by the Contractor that is necessary for the System to perform its functions, such as, without limitation, operating system, and database software.
- ~~1.19 "Updates" shall mean periodic releases of the System that may contain fixes or incremental enhancements to the System and are included in Maintenance.~~
- 1.20 "Upgrades" shall mean periodic releases of the System that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
- 1.21 "Go Live" shall mean the date (shown in Appendix C) that the fully developed System components, accepted by the County, will be placed in a production environment. These dates are subject to change by mutual agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) County's RFP including all Addendums, 3) Contractor's proposal to EPP-RFP No. 840, 4) Appendix A – Scope of Services, 5) Appendix B – Payment Schedule, 6) Appendix C – Project Timeline, 7) Appendix D – Maintenance Support Services / Service Level Agreement, 8) Appendix E - Acceptance Criteria, and any associated addenda and attachments thereof.

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. GRANT OF LICENSE AND RIGHTS

- a) Contractor shall own all rights, title, and interest in and to the System and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the System.
- b) System License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the County and its full-time, part-time or contract employees a limited, nonexclusive license for the term of the Agreement to access and use those components of the System that require a license, including but not limited to the System, over the Internet, with an unlimited number of concurrent end user licenses.
- c) Use of License. The System and use of the System is licensed to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation.
- d) Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any component of the System available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the System in accordance with the Agreement.

ARTICLE 5. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) 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.
- c) 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.

- d) 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 6. 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 7. DELIVERY

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

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



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

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

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

ARTICLE 8. AGREEMENT TERM

8.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month following signature. The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional two (2) year terms, for a maximum total of eleven (11) years.

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

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

ARTICLE 9. HOSTING, MAINTENANCE, AND SUPPORT SERVICES

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

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

ARTICLE 10. SYSTEM UPDATES, UPGRADES, AND/OR RELEASES

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

10.2 Changes in County Policy, Administrative Order or Florida Law. At no additional cost, the Contractor shall maintain and modify the System to reflect changes in Miami-Dade County policy, administrative order, or Florida law and ensure that the System complies with State laws with respect to the System's modules that the Contractor is providing under this Agreement, as amended. To the extent that a legislative change the creation of a new module to the System rather than a modification of an existing Contractor Module within the System, Contractor may charge an additional fee for such a module. If the Contractor offers such a new module to its customers, the fees charged to the County for such a new



module shall not exceed the proportional amount charged by the Contractor to other Florida customers. The Contractor may also offer its customers the opportunity to share the cost of the new module. The Contractor reserves the right to charge additional fees to the County for custom changes that are unique to Miami-Dade County.

ARTICLE 11. SOFTWARE MODIFICATIONS

11.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the 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 Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. 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 Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 12. CONFIGURATION SERVICES

- a) The County shall accept or reject the Software 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 System 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 System and/or Deliverable or may accept any item of Software System and/or Deliverable and reject the balance of the delivered Software System 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 System and/or Deliverables for such items of rejected Deliverables and/or Software System within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) Unless otherwise agreed to by the County, Contractor agrees as part of the System deployment and configuration services to perform all required activities 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) hosting; (g) maintenance support services; (h) cooperating with all other vendors supplying peripheral or ancillary applications that will interface with the System; and (i) any additional services necessary to ensure Contractor's compliance with this Article 12.
- d) Software testing shall consist of the tests described in the Scope of Services 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 Software System in conformance with the requirements of the Contract. This will include an actual demonstration of all required System functionality. 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 13. TESTS

The Contractor shall configure and program the Software System to conform to the Scope of Services. The System will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services (Appendix A), and Acceptance Criteria (Appendix E) to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the Software System and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

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 Implementation Timeline (Appendix C) may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

ARTICLE 14. FEES AND PAYMENT

14.1 Fees. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

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

14.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. Invoices for Professional Service shall be issued in accordance with the Phases and Tasks outlined in Appendix A, "Scope of Services" and Appendix B, "Payment Schedule." Invoices for Software Maintenance and Support Services shall be issued on an annual basis 60 days in advance of the expiration date of the previous year's Services. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. In the event of any difference concerning the payment obligations between the parties, the County, by the County Mayor, shall deliver a clear statement of its position on all matters at issue not later than sixty (60) days after the date on which the subject invoice was received by the County.

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

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 NW 1st Street, Suite 1300



Miami, FL 33128

Attention: Accounts Payable
Phone: 305-375-4495

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

ARTICLE 15. PROTECTION OF SOFTWARE

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

15.2 Proprietary Rights. 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, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Software provided hereunder.

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

ARTICLE 16. CONFIDENTIALITY

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

16.2 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, may include Confidential Information and if so, 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. 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. The solicitations that are made public by the County will be included in the library for use by other agencies to copy and modify to fit their needs thus making the solicitation creation process quicker and easier. By making the solicitation public, the County is declaring this data as non-confidential.

16.3 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.



16.4 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.

16.5 Survival. Licensee's obligations under this Article 16 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 17. WARRANTIES

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

17.2 Limited Warranty. Contractor represents and warrants to the County that the Software System, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

ARTICLE 18. INDEMNIFICATION AND INSURANCE

The 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. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
2. 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.**
3. 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.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.



The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 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 Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

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

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 19. DEFAULT AND TERMINATION

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

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

19.2 Termination for Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 16



(Confidentiality) or makes an assignment in violation of Article 21 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

19.3 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

19.4 Obligations on Termination or Cancellation of Contract. Within thirty (30) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 20. NOTICES

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

(1) To the County Project Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 NW 1st Street, Suite 1300
Miami, FL 33128

Attention: Adil Khan
Phone: (305) 375-1436
E-mail: aak@miamidade.gov

and to the Contract Manager:

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

Attention: Melissa Adames, CPPB
Phone: (305) 375 - 4029
Fax: (305) 375 - 5688
E-Mail: madames@miamidade.gov

(2) To the Contractor

RFP Depot, LLC
DBA BidSync
629 Quality Drive, Suite # 101
American Fork, Utah 84003

Attention: Sabrina Stover
Phone: (801) 765 - 9249
Fax: (801) 765 - 9246
E-mail: sabrinastover@bidsync.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 21. NONASSIGNABILITY

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

ARTICLE 22. INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.



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

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above

ARTICLE 23. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, the county of Miami-Dade. All claims, disputes, or lawsuits arising out of or in connection with this Agreement shall be conducted in the exclusive venue in a court of competent jurisdiction in Miami-Dade County, Florida.

ARTICLE 24. COUNTY USER ACCESS PROGRAM (UAP)

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

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

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



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

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

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

ARTICLE 25. 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**

- 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



(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)

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

ARTICLE 26. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager identified in Article 20 will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's 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 County's Project Manager. In the event that the Contractor and the County's 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 Mayor or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice



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

ARTICLE 27. 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 28. 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 29. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 30. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County.

ARTICLE 31. FORCE MAJEURE

Neither party hereto shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the party's control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

ARTICLE 32. SURVIVAL

The parties acknowledge that 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 33. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.



- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 34. OWNERSHIP OF DATA

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

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

ARTICLE 35. SECURITY

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

ARTICLE 36. 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, project management, software programming, systems integration, data processing, software development and other specific activities related to improving the County's use of the Solution, training or personnel to operate the same, creation or modification of



software, and related consulting activities ("Services").

ARTICLE 37. 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.



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

CONTRACTOR

MIAMI-DADE COUNTY

By: Sabrina Stover

By: Carlos Gimenez

Name: Sabrina Stover

Name: Carlos Gimenez

Title: President / CEO

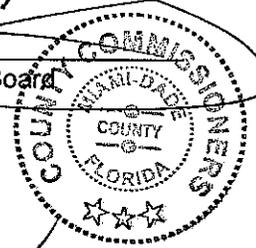
Title: Mayor

Date: 12-19-12

Date: 2/7/13

Attest: [Signature]
Corporate Secretary/Notary Signature

Attest: [Signature]
Clerk of the Board



Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



[Signature]
Assistant County Attorney



APPENDIX A - SCOPE OF SERVICES

**APPENDIX A – SCOPE OF SERVICES****ELECTRONIC BIDDING SOLUTION**

During the term of the resultant contract, the Electronic Bidding Solution (Solution) shall be implemented in a phased approach to configure, test, and deploy the Software to operate at optimal performance.

The Solution shall be deployed as follows:**PHASE I:**

The first phase (Phase I) will include the implementation, configuration, and testing of Contractor's eProcure System (a SAAS solution). Contractor will deliver the System within 150 days after initiation of work.

The System will provide the following functionality, interfaces, and services available to the County:

BIDS**Bid Types****Sealed Bids**

The System can carry out sealed bids.

All sensitive data for sealed bids is encrypted from the time it leaves the vendor's computer. A secure connection using SSL encrypts the communication from the browser to Contractor's secure web server. Contractor's server certificate is a 128-bit GlobalID provided by VeriSign. This GlobalID uses a technology called server-gated cryptography to ensure the highest level of encryption possible between the browser and the server. Contractor's system then encrypts the data as it leaves the web server and stores it encrypted in the database. We use the highest level of encryption dictated by Federal guidelines – the AES algorithm. Sensitive sealed bid data never travels any network in clear text until bid opening time. Contractor's servers are constantly synchronizing their time with the atomic clock signal.

The System will allow the County to modify what is viewable by the vendor for tabulations throughout the bidding process (i.e., current, held, and to be awarded). However, bid specifications will be controlled by the creator of the bid. All information will be made public unless the bid is created as "Private", in which case only the invited vendors will be able to view this information.

Only users with the right to open sealed bids are allowed to unlock the sealed bid.

Contractor's physical security policies restrict access to Contractor's computer room thus increasing security of sealed bid data. Contractor's servers are housed in a secure facility. There is 24x7x365 monitoring of the computer room, and encrypted daily backups are taken offsite to other secure facilities in case of a disaster at Contractor's main site.

Reverse Auction Bids

The System will allow the County to carry out reverse auctions. All parameters available for regular solicitations are available for reverse auctions.

BidSync's Reverse auctions are more like an open bid rather than a reverse auction. Any vendor can bid any amount. If a vendor is not able to beat the lowest price bid, unlike other reverse auction systems, the vendor can still bid and compete for second place. This is a very important feature. The County can award a reverse auction on Contractor's system like a traditional bid, which is not exclusively determined by price. The value of this feature is evident when the lowest bidder does not meet required qualifications or specifications set forth by the County.

Reverse Auctions can be automatically extended if a vendor submits a price lower than the current lowest price during the last five minutes of the auction.



The use and length of extensions can be customized by County users. By default, bids are extended in five-minute increments.

The soliciting agency has real-time access to the bid activity.

The soliciting agency has real-time access to an online graph of the bid prices.

Identity of all bidders is hidden until awarding takes place.

Customizable Bid Parameters

The System supports multiple bid types, such as RFP, RFQ, RFI, RFB, etc. Each of these parameters can be customized by County users regarding the use of sealed bidding, newspaper advertisements, pre-bidding period length, etc.

Quick Quotes

Bids must be released for a minimum on one hour. If the bid is short, vendors are immediately notified of quick quote requests and encouraged to respond promptly.

Quick quotes can be handled as reverse auctions with a very short bidding period, or as regular sealed bids.

Contractor's Public, Private and Regional Bids

Public bids are also known as open market bids. Private bids are also known as restrictive competitive bids. The system allows for both types of bids.

Contractor's for private bids, only the vendors chosen by the County are allowed to see and participate on the bid.

The System will also allow the County to create regional bids. A regional bid favors vendors located within a given geographical area. The area is defined based on miles around a zip code. Regional bids behave like public bids in that all vendors are allowed to participate. However, notification is sent to only qualifying vendors. Vendors outside of the region are clearly warned that they may not qualify when they participate in the bid.

Any bid can be made public, regional, or private.

Lot and Spreadsheet Bids

The System allows bids to be created with multiple items per lot and multiple lots per bid.

The System allows bids to be created in a spreadsheet format. A spreadsheet allows a set of items to have multiple criteria for bidding. This is particularly useful on certain construction contracts.

For advanced users, the System allows bids to be created with multiple lots and multiple spreadsheets.

Vendors are able to respond easily to complex bids because the system is able to present all bids in a simple and standard way.

Any bid can be created with lots and spreadsheets.

Notification-Only Bids

Vendors are notified of the bid but are unable to enter their responses online.

Pre-Bidding Period

Bids can have a pre-bidding period defined. During the pre-bidding period, the bid becomes public and thus accessible to vendors, but bidding is not yet allowed.

During the pre-bidding period, vendors can review all of the bid information and can submit any questions they may have (see Questions and Answers section below).



Bid Number

The County can define the bid numbers used on bids.

The County can also define a format to use for bid numbers and the system will automatically assign a number created using the given format. The format is very flexible and can accommodate any requirement of the County's requirements.

Suggested Vendors For Bids

The System provides a powerful tool during the bid creation process to suggest vendors that may be interested in the solicitation. The vendors suggested are based on the bid classifications and geographical region.

The County will be able to continue to select vendors from whom solicitations will be sought. This "suggested vendors" feature is intended to supplement the County's list in cases where the County desires to expand or increase the list of vendors.

Multiple Pricing Types

On some bids, the County may be interested only in the total price for a set of items since vendors will be awarded all or none of the bid. On other bids, the County may be interested on pricing for each individual item independently since vendors might be awarded part of the bid. The System allows for both types of bids to be created.

Items can be marked as percent responses from vendors (for example, a bid requesting percent discount from a catalog price). For reverse auctions, percent bids extend when the percent increases.

Items can also be marked as NOT requiring a price response from the vendor at all.

Any bid can leverage the available pricing options.

Bid Attachments

The System allows the agencies to upload attachments (i.e., Word docs, CAD files, spreadsheet files, PDF files, etc.). There is no limit to the number of attachments the County or its suppliers may upload for a given bid.

All attachments are automatically scanned using a virus scanner.

All attachments are automatically converted to PDF format to facilitate and enhance vendor participation. The original and PDF versions are always available.

Changes and Addendums

All bids can be amended and all participating vendors will be notified by email and/or fax of the changes. All the changes are also clearly displayed on the bid.

A comprehensive audit trail is kept for all changes made to a bid before and after it is released.

Temporary Work Area for Bids

When a bid is created, it is not automatically released to the public. The bid is placed in a work area that belongs to the County. Contractor refers to this work area as the Held area.

Held bids are not visible to the public and can be edited or deleted at any time by the County. The Held area allows the County to work on complex bids at their own schedule without worrying about vendors seeing the bid. Any information can be edited while the bid is held.

The Held area would allow the County to set up a review process for all bids that get released. Thus, the bid must be reviewed before being released to the public. If desired, the County may choose to delegate bid creation to their departments while still maintaining control within at the Purchasing Office.

Import of Bids from External Systems

Bids can be created or modified from Excel spreadsheets.



Questions and Answers

Each bid has a question and answer section. The question and answer section provides a way for the County to effectively manage and log supplier questions, and associated County responses.

Each vendor has the ability to ask any question of the County. The question may be related to the bid as a whole or related to a particular item on the bid.

The County will receive notifications when they have new questions to answer, and they can clearly see online when a new question needs to be answered.

Each question can have multiple answers.

Questions can only be created before the bids ends. However, the County and vendors can view every question and answer even after the bid ends.

The system puts a date and time stamp as to when the question was asked and when it was answered.

When the County posts an answer to a question, vendors who have expressed an interest in the bid will automatically be notified.

Online Pre-Bid Conference

The County will have the ability to conduct online pre-bid conferences through the System.

Minutes and transcripts are automatically made available to the County and the vendor after the conference is complete.

The County can mark the conference for required attendance.

Vendors and buyers receive an automatic email reminder 24 hours prior to the conference.

Advertise Bids

The System will allow the County to notify newspapers or any advertiser of upcoming bids. The notification can be done via fax or email.

~~The County can enter and modify at any time the list of newspapers to be notified.~~

The County can enter an optional paragraph that will be sent to the newspapers when a new bid comes out.

Bid PDF Document

The System can create a single PDF document that contains all information for the bid. This includes all documents, attachments, and line items.

Retraction

If circumstances warrant it, the County may retract a currently running bid. All vendors who were chosen, or all who have bid, will be notified of the retraction.

Retracted bids cannot be awarded.

Awarding

Awarding and pre-awarding are both privileges and can thus be restricted to specific users. The System will provide the County the ability to award solicitations to vendors online, and manage notifications related to the award (e.g. notify winning vendor only, notify all responding vendors, etc.).

Pre-award Review

When a bid ends, it is placed in a section called "To Be Awarded". While in this section, the County may review the bid responses and pre-select the winning vendor or vendors.

The County may keep bids in the "To Be Awarded" section as long as necessary.



Vendor selection can be changed any number of times. The System always saves the most recent selection.

During the review period all of the vendor prices, attachments, notes, and responses to online forms are easily accessible.

The selection process allows for partial awarding of the bid.

Pre-award review is a privilege separate from actual awarding. The County may delegate the ability to pre-award a bid to their departments, while still maintaining control of the actual awarding process at a central location. This has been particularly useful in construction bids.

The tabulation screens will display vendors that partially bid on items as well as vendors who submitted a No-Bid response.

Opening of Sealed Bids

Sealed bids remain encrypted in the System until an authorized soliciting County user takes explicit steps to open the bid. Only users with specific privileges are allowed to decrypt sealed bids. Sealed bids cannot be decrypted until the due date expires.

If requested, the System will automatically notify vendors when the bid is decrypted. Vendors may also check the System to determine if a bid has been decrypted.

Visibility of Response Data

The Contractor recognizes that the County, and sometimes each bid, may have different rules for allowing information to be displayed during and after the awarding process. Therefore, each bid can be customized to show or block certain information from vendors and County users.

The County can change how vendors view the following data:

- Prices
- Vendor attachments
- Vendor notes
- Winning vendor
- Participating vendors

The County can choose to hide pricing information from a bid during the pre-awarding period. In other words, although vendors enter pricing information, that information is hidden until a user with the correct privileges requests to display the prices. Price hiding has been used by several agencies to enforce a pre-selection of vendors based on non-price issues.

Vendor Diversity Goals

Vendor Diversity Qualifications are displayed on the awarding screens, thus aiding agencies in meeting established goals.

The system records, remembers, and displays the qualifications held by each vendor at the exact time the bid ended. This is an example of the many audit trails available within the system.

Tabulation Reports, Packets and Printing Services

Several online tabulation reports are available to the County during the award process.

The County can generate a single PDF report containing all vendor responses (including all vendor attachments) for a particular bid. This PDF file is referred to as the tabulation packet. This has proven to be an extremely valuable tool for agencies that want individual departments to review the responses. Buyers can generate the PDF tabulation packet and send an email through the System to internal users so they can download the PDF and review the data.



Excel Tabulation, Tabulation Reports, Line Item Tabulations, and Electronic Tabulations are all available on the System.

Manual Data Entry of Paper Bids before award

Although vendors are expected to respond electronically, The Contractor recognizes that some agencies may still want to allow paper responses in special cases. The System provides agencies with the ability to manually enter paper responses into the system before bid tabulation and awarding.

Awarding the Bid

Once the County has completed reviewing a bid and making their desired vendor selection, the County may proceed to award the bid.

Awarding a bid means that either contracts or purchase requisitions will be created for the selected vendors.

Vendors will be notified that the bid was awarded and told whether or not they were selected.

The County is not always required to award bids to the vendor with the lowest price. The Contractor understands that oftentimes criteria other than price factor into the awarding process. The System thus allows the County the flexibility of using multiple criteria to award the bid to any single or multiple vendors.

Cancel Award

The County may choose to delete a particular bid after it expires. Closed bids are not required to be awarded.

All participating vendors will be notified that the bid was cancelled and/or not awarded.

Bid Library

All bids in the system are part of a library that the County can use to create new bids. At any point in the lifetime of a bid (held, public, pre-award, history), that bid can be used as a template to create new bids. The original data is preserved intact, including attachments and documents.

Furthermore, all expired bids from other agencies that have been made public can be used as templates by any other County users within the System. Again, the original bid is preserved intact.

COOPERATIVE PURCHASING

Co-op Capability

By using cooperative purchasing practices, agencies throughout the country have experienced increased vendor participation and lower prices. The County shall have the ability, if desired, to conduct and participate in cooperative purchasing events via the System.

Co-ops allow agencies to share, discuss, and pool resources for bids and contract negotiations.

Cooperative Bids

Any authorized user within the co-op may choose to enable co-op participation on any bid they create. Enabling co-op participation allows other agencies in the co-op to increment the quantities for items in the bid and specify delivery locations for their items.

Vendors are able to see the breakdown of multiple delivery locations and quantities for a given bid, although they respond to the total quantities.

The originating agency owns and controls the bid process, deciding when the bid is released, when it ends, and when and how it is awarded. Tabulation reports for the originating agency display only their own quantities, although the co-op quantities are always accessible.

Co-op participation takes place while a bid is in the Held area.



Co-op members can find out about bids in multiple ways:

- Using the System, the originating agency can notify all co-op members that a co-op bid is available; an email is sent to the co-op members.
- The System contains a calendar of events for the co-op. The calendar displays any event agencies decide to create, plus it automatically lists co-op bids and their tentative release date.

Each cooperative bid contains a message board that agencies can use to discuss the bid and exchange specifications or ideas.

The Bid Library capability is enhanced to include all members of a co-op. In other words, a co-op agency may view and copy any bid created by another co-op member regardless of the status of the bid. For agencies outside of the co-op, only bids in history are available.

Accessing co-op resources can be restricted to certain users within the County.

Document Manager

The System shall provide the County a document manager at their disposal as part of the System. The document manager allows the County to maintain a set of documents that are often used in solicitations. The County may create and upload any document or form, and then attach those documents or forms to any bid. Vendors will be asked to review, complete, and agree to the documents selected before they bid.

A powerful archival feature remembers vendor responses to forms at the exact time a bid closes.

A form or document can be made mandatory in which case vendors are required to accept the document before bidding can take place.

Vendors can be required to accept the documents for each bid, or agencies can choose to make the answers provided by a vendor valid for a year. The system remembers from bid to bid the vendor's information. Vendors greatly appreciate not having to re-enter the information on every bid.

The two most common uses of the document manager have been:

- Bid Specifications or Compliance Forms: Vendors can enter bid specific information online and the responses will be available during the awarding process. This streamlines the awarding process significantly.
- General Terms and Conditions: Gathering and storing information from vendors regarding compliance with agency requirements has traditionally been a tedious and paper intensive process. Using the document manager for managing compliance with terms allows the County to minimize paper-based forms and processes associated with terms and conditions.

VENDOR BID RESPONSE

Public Site

The System provides a public site where anyone can browse, search, and view the County's open bids. This provides universal access to bids.

The public site allows viewing of bids by region, agency, or classification.

The public site also provides a powerful search tool for more detailed searching.

Attachments and Notes

The System allows the vendors to upload attachments (i.e., Word docs, CAD files, spreadsheet files, PDF files, etc.) with a bid response. There is no limit to the number of attachments a vendor may upload for a given bid response or the size of the attachments.

All attachments are automatically scanned using a virus scanner.



All attachments are automatically converted to PDF format to facilitate the review of response by the agency. The original and PDF versions are always available.

Vendors can also use a notes field to further explain or qualify each response.

Responses

Vendors can edit their responses at any time during the bidding period.

Vendors can submit an unlimited number of alternate responses for any item in the bid, provided the County permits submission of such alternates.

Vendors have the option to place a No-Bid response for any bid. The no-bid response contains a notes area where the vendors are able to explain the reason for not bidding. Using the system to enter a no-bid response allows for improved tabulation and reports for the County.

Questions on a bid can be communicated to the County via the System on a bid-by-bid basis. These questions can also be answered by the County through the System. All questions and answers remain on the System for documentation and better communication between vendor and County.

Notifications to Vendors

Vendors chosen by the County to participate in a bid are immediately notified when the bid is released to the public.

The System provides multiple ways for vendors to find bids:

- Vendors can view a public website for opportunities.
- Vendors can sign up to be notified of solicitations matching their region and classification selections.
- Vendors will be notified when they are specifically chosen by the County to participate in a bid.
-

Vendors can choose what notifications they want to receive. Notifications related to bids are:

- Invitation to Bid
- Matching Bids Available
- Bid Addendums
- Bid Retracted
- Bid Decrypted
- Bid Awarded (whether selected or not)
- Confirmation email when a response is submitted for a bid

Vendors can select to be notified via email.

Vendor Support Team

Vendors have free ongoing access to Contractor's support staff during normal business hours. Our Contractor's support team will guide vendors of any size and all degrees of expertise through the bidding process. Our Contractor's staff is trained to respond to all questions regarding the System and clearly understands that the County must answer bid related questions.



REPORTS

Web Reports

The following reports are provided as web screens (HTML) that display information regarding a certain feature within the System.

Web reports are located in the section that applies. For example, the contract list for a vendor is located in the vendor administration area next to each vendor.

The following web reports are available:

- All bids ended or awarded during the previous month
- Bidding analysis
- Bid recap

Ad Hoc Online Reports

The System contains a reporting tool that is easy to use, yet flexible enough to generate several different types of reports.

The reports are generated as PDF documents that agencies can download and print.

The reports are built by entering the filtering criteria and then checking the desired columns from a list. County users do not need to understand how the data is stored in the database or remember complicated field names. Building a report is as simple as using a search tool.

Custom Reports

Contractor understands that the County may have different reporting needs. As such, we are prepared to create the reports or provide a specialized reporting tool so the County can generate their own reports at no additional cost.

These reports can be PDF, downloadable data files, or web screens (HTML).

Vendor File Management

Vendor Management is a privilege and can thus be restricted to only certain users. Contractor will work with the County to define specific County personnel who will be granted Vendor Management privileges.

Universal Vendor File

All vendors in the Solution are shared by all agencies thus creating a Universal Vendor File.

The County can select any vendor from the Universal Vendor File at any time.

County Vendor File

During Phase I, Contractor will import the County's existing vendors/suppliers into the System. This will be done via a flat file export from the County's existing Bid Tracking System (BTS). These imported suppliers will be marked as "agency suppliers". The County will have the ability to communicate bid events to agency suppliers and other relevant suppliers (e.g. those suppliers whose commodity code preferences match the County's needs). The County may also limit exposure to procurement events to "agency suppliers" only and the County will have the option to communicate procurement events.

The County will have the ability to export "agency suppliers" from the System. Contractor will also create interfaces to synchronize BTS with the System to accommodate new suppliers and changes to existing supplier profiles as described in the Interfaces & Legacy Solution Integration section below. .

Supplemental Vendors

The County may add supplemental vendors using the "Quick-Add" Vendor functionality. Minimal information is required to add a supplemental vendor.



Vendor Rating Visible Only to Agencies

The County may rate vendors on a scale of 1 to 5 on the following criteria:

- Shipping
- Customer Support
- Quality of Goods/Services
- Value (Price vs. Quality)

The County may view the national average and number of votes for each criterion.

The County may also add rating comments on a vendor. The rating comments are visible to all other agencies in the system.

Online Registration

Registration within the System is gratis to all vendors.

Once a vendor is registered and Contractor's vendor support team has verified their information, the vendor has immediate access to the County's bidding events.

Block Vendors from Participating in Bids

The County has the ability to block any vendor from participating on any of their future bids. The reason given for blocking will be communicated to the vendor when they attempt to respond to a bid.

Easy to Access Vendor Information

The vendor file is accessed through a search tool that provides the following search criteria:

- Agency vendor file, or Universal vendor file
- Vendor company name
- Vendor codes – each agency's unique code for a vendor
- DUNS number
- Vendor classifications
- Vendor regions
- Located X miles from a given ZIP code
- Diversity Vendor Qualifications

Vendor information is always available. Anytime the vendor name is displayed in the System it is always a link to the vendor information.

Vendor Self-Administration

Vendors maintain their own information via an online administration tool within the System. The tool allows the vendor to easily update their users' and company information, such as addresses, contact information, commodity codes, regions served, diversity qualifications, etc.

Agency Maintained Information

The County can choose to maintain its own list of contacts for the vendor.

The County can choose to create notes for its own use regarding the vendor. These notes are separate from the rating comments. The vendor notes are only visible to the County. The rating comments are visible to all agencies.

Vendor Diversity Goals

The County has the ability to select or create the qualifications that are important to them.



All agencies in the same region can share qualification descriptions.

Qualifications can contain required or optional fields that vendors must fill out. For example, in a particular state, the HUB qualification requires a HUB registration number.

Vendors do not have to fill out qualification information for each agency individually. The System is programmed so that when a vendor enters a certain qualification, that response is available to all agencies.

Vendor diversity qualifications are always accessible with the vendor's information. The qualifications are also prominently displayed within the System during bid awarding.

The System provides a powerful audit trail so that you can view at any time in the future what qualifications existed for a given vendor at the time a bid ends.

Agency Self-Administration Tool

Agency Administration is a privilege and can thus be restricted to only certain users.

Users

Allows adding new users.

Allows editing existing users.

Access only the users associated with your agency.

Grant or revoke a user's privileges. The System automatically adjusts what users see on their screen based on the privileges a user has. An audit trail is maintained of when users were given certain privileges and when those privileges were revoked.

Create new users by copying existing users. Each user can be used as a template to create new users.

Address Manager

The County will have the ability to maintain a list of all shipping locations.

Vendor Diversity/Qualification Definition

Contractor will provide the following capabilities related to Vendor Diversity Qualifications within the System:

- The County will have the ability to select or create appropriate qualifications and vendor diversity categories.
- The County may utilize qualification descriptions already in use by other BidSync clients within the State of Florida (e.g. qualifications created by the City of Fort Lauderdale)
- Qualifications can contain required or optional fields that vendors must fill out. For example, a HUB qualification requires a HUB registration number.
- Vendors do not have to fill out qualification information for each agency individually. The System is programmed so that when a vendor enters a certain qualification, that response is available to all agencies.
- Vendor diversity qualifications are always accessible with the vendor's information. The qualifications are also prominently displayed during bid awarding.
- The System provides a powerful audit trail so that the County may view the qualifications that existed for a given vendor at the time a bid ends.
- Vendor diversity categories and actions are managed via the administration tab within the System.

Monthly Data Extract

The County will receive a monthly data dump available for download.



The data dump includes:

- All bids ended or awarded during the previous month.

The data dump is completely self-contained and only requires a web browser for viewing. The information is displayed in the same format as the live site, thus requiring no additional training or involvement from the agency's technical staff.

The data dump satisfies a requirement that many agencies have for hard copy (printed after the download) of the procurement activity.

All information associated with each item is also stored within the System for future retrieval.

The bridge uses encrypted XML internal to provide integration services. If the County desires, it can be insulated from the XML exchange through a translator that will be provided by Contractor, if necessary.

INFRASTRUCTURE

Auditing

The System will support the following auditing capabilities and functions:

- Storage of information: All information is kept within the system for a minimum of seven (7) years. Information stored within the system includes:
 - Solicitation and award information including documentation provided by all parties
 - User and supplier activity logs, including time/date when activities were performed (e.g. date/time when suppliers viewed documents and placed offers)
 - Supplier questions and County answers
 - Solicitation amendments and changes
 - County user profiles, including changes in user privileges
 - Supplier profiles
 - Approvals (dates/times/users)
- Reporting & Export Tools
 - Ad-hoc reporting; enables County users to create custom reports
 - Static reports
 - Ability to export data in the System to .xls, .csv, or .pdf formats
 - Monthly CD Archive - hyperlink to the CD image available to County users within the System

Contractor will work with the County during Phase I to identify specific auditing requirements and will ensure that the System is configured to achieve those requirements.

SOLUTION ARCHITECTURE

The System is provided entirely as a SaaS solution. There is no third party software (with the exception of an internet browser and computer operating system) required to use the System.

All upgrades and enhancements to the System are provided to the agencies and vendors free of charge.

Only an Internet-enabled computer and a web browser are required to access the Solution.



The System is a real-time bidding and purchasing solution, created using multi-tiered software architecture with built-in redundancy and fail-over capabilities.

The System runs on an Oracle database and employs Unix servers. The System is housed in a secure facility and is available 24 hours a day, 7 days a week. Contractor strives for uptime of 99.99%, although measured uptime for the last year (excluding scheduled downtime for maintenance) was 99.97%. All upgrades are scheduled to minimize impact on the County.

Web Accessibility Standards

Contractor strives to maintain the standards of the Web Accessibility Initiative created by the World Wide Web Consortium. These requirements include areas such as:

- Providing a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content).
- Organizing documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the document.
- Using the clearest and simplest language appropriate for a site's content.

NIGP CLASSIFICATIONS

The System uses the NIGP Commodity Code Classification for all bids, vendor registration, and keyword searches. The code is updated regularly and will be available for use by the County.

CONFIGURATIONS

The System will be configured to meet the needs of the County.

Contractor shall provide training for County users. System training shall be performed by Contractor's support team. The County shall be provided with a non-commercial presence (e.g. no advertisements or external content) within the System. The System shall be configured to reflect appropriate County terms, procurement practices, and nomenclature, and the County's logo shall be prominently displayed within the System. Specific configurations performed by the Contractor shall be mutually agreed upon with the County and defined in the Phase I Statement of Work.

CUSTOMER SUPPORT

Contractor's dedicated customer support staff is available via phone, fax, email, and web help Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.

The Contractor has designated the following individual as the County's designated support contact:

Contact: Katie Smith

Direct Phone: (801) 765-9245 Ext. 491

Email: ksmith@bidsync.com



After business hours, emergency support is available via the following methods:

- Telephone: (800) 990-9339 Option #2
- Web: www.agencysupport@bidsync.com

County users also have access to Contractor's Customer Solutions Portal that provides FAQs, knowledge base content and contact channels to well-trained and dedicated support staff. The Customer Solutions Portal can be accessed off Contractor's website: www.bidsync.com (My Account link). Members of Contractor's support staff member have in-depth knowledge on the System. The System portal also contains documents and videos that assist agency users in staying informed on product features and functionality. Users may request training at any time via Contractor's support team. At the County's request, Contractor may also conduct periodic training or "refresher" courses via scheduled webinars, lunch-and-learns, or user group meetings.

TRAINING

Training for the Solution shall ensure that County users are prepared to use and/or manage, the County's bidding, purchasing, and reporting functions within the System. Training shall be provided on two tracks:

Track 1: Admin / Power User Training

Initially, training will be provided by Contractor to a subset of County users who will hold administrative or "power user" privileges. This subset will receive formal training from Contractor, via the web, in the use and administration of the System. The power users will then be prepared to train other County users on the day-to-day use of the system. County users will need a laptop or desktop computer, an internet connection, a web browser, and basic computer/internet skills to complete the training.

Track 1 Objectives & Course Outline:

Objectives

- Create a bid
- Monitor bid activity
- Award bids
- Review department information online
- Send automatic notifications to vendors
- Share tabulation results quickly
- Create and track requisitions and purchase orders

Course Outline

- Introduction
- Discuss Department Needs & Goals
- End User Lists & Permissions
- Review Standard Documents
- Establish Requisition & Purchase Order Work flows
- Create Needed Qualifications/Certifications



- Administration: Tools
- Search: Using the system as a spec library
- Bids: Creating a Bid
- Bids: Releasing a Bid
- Bids: Current
- Bids: Tabulations
- Bids: Awarding
- Creating a Requisition
- Creating a Purchase Order

Track 2: User Training

Contractor shall also provide web-based training to the County's six (6) departmental purchasing teams. County users will need a laptop or desktop computer, an internet connection, a web browser, and basic computer/internet skills to complete the training.

Objectives

- Monitor bid activity
- Create a bid
- Send automatic notifications to vendors
- Share tabulation results quickly
- Award bids
- Create/track requisitions and purchase orders

Course Outline

- Introduction
- Search: Using the system as a spec library
- Bids: Creating a Bid
- Bids: Releasing a Bid
- Bids: Current
- Bids: Tabulations
- Bids: Awarding
- Creating a Requisition
- Creating a Purchase Order

The training schedule the two tracks will be defined in the Statement of Work.

At the end of the course(s), users will have a robust understanding of solicitation development, data entry, evaluation procedures, querying, reporting, and administrative functions. After the initial training, ongoing support will be provided to County users via the Contractor's support staff.



In addition, all System training content and material is available within Contractor's customer solutions portal, accessible at any time within the System by clicking on the "Help" tab on the upper right-hand corner of the screen.

Training events can also be conducted in person should the County prefer onsite training (at additional cost).

INTERFACES & LEGACY SOLUTION INTEGRATION

The following interfaces will be developed in Phase I:

- **Commodity code alignment**
Mapping that will be used in other integrations to properly align the commodity codes (NIGP) on vendor and bid information.
- **Vendor Data Transfer**
Importing vendors from the County's current legacy Solution into the BidSync Solution. Any vendor information / commodity codes will be mapped to the NIGP version used within the BidSync platform. In addition, the County will provide a daily extract of new vendors (or changed vendor information) for ingestion within the BidSync Solution.
- **PA/BTS Web Service**
Exporting of bid information from the BidSync platform to the County's existing PA/BTS applications via a standard SOAP interface. This will be a "pull" service from the BidSync Solution to the BTS application. BidSync will be responsible for developing the web service; making bid information available. The County will be responsible for the BTS side of the interface.

PHASE II - Additional Interfaces (Optional):

With the second and final phase of the project (Phase II), Contractor will work with the County to define and develop the following integrations:

- BTS-Requisition Information Exchange
- Single Sign-on

During this Phase II if the County desires the above optional interfaces, the Contractor and County will conduct a formal discovery exercise to define the additional interface requirements. These requirements, including costs, a timeline for integration development and integration-related Deliverables will be defined in writing and attached to this Agreement as Appendix F.



APPENDIX B – PAYMENT SCHEDULE



APPENDIX B - PAYMENT SCHEDULE

Initial Five Year Term Agreement Value = \$408,200
(Solution Subscription Fees, Hosting, Maintenance Support, and Software Escrow (Recurring) Fees)

(A.) FEE SCHEDULE:

Recurring Fees (Payable Annually in Advance) Hosting, Maintenance, and Support Services	Milestone Payment Schedule	Fee
BidSync eProcure Sourcing Module Annual Subscription Fee		\$75,000
BidSync eProcure Sourcing Module Annual Subscription Fee	40% - Invoiced upon Contract execution	\$30,000
BidSync eProcure Sourcing Module Annual Subscription Fee	30% - Invoiced upon System Testing and Configuration	\$22,500
BidSync eProcure Sourcing Module Annual Subscription Fee	30% - Invoiced upon Final System Acceptance and Testing	\$22,500
Software Integration and Interface Development (Phase I)		
(1) Commodity Code Alignment	Invoiced upon final acceptance and testing by the County	\$7,500
(2) Vendor Data Transfer	Invoiced upon final acceptance and testing by the County	\$12,500
(3) PABTS Web Service	Invoiced upon final acceptance and testing by the County	\$7,500
Year 1 – Software Escrow Fees	Payable upon deposit of software to Escrow Provider	\$1,100
Year 1 – Initial Term Solution Setup, Integration, and Fee Total:		\$103,600



RECURRING FEE SCHEDULE:	
Recurring Fees (Payable Annually in Advance) Hosting, Maintenance, and Support Services	Annual Fee Payment
Year 2 - Annual Subscription Fee, Hosting, Maintenance and Support Fees	\$75,000
Year 2 - Software Escrow Fees	\$1,100
Year 3 - Annual Subscription Fee, Hosting, Maintenance and Support Fees	\$75,000
Year 3 - Software Escrow Fees	\$1,150
Year 4 - Annual Subscription Fee, Hosting, Maintenance and Support Fees	\$75,000
Year 4 - Software Escrow Fees	\$1,150
Year 5 - Annual Subscription Fee, Hosting, Maintenance and Support Fees	\$75,000
Year 5 - Software Escrow Fees	\$1,200
Initial Term Recurring Fee Total:	\$304,600

(B.) OPTIONAL YEARS TO RENEW FEE SCHEDULE

Throughout the term of the contract and any extensions thereof, should the County wish to purchase additional maintenance and support services the following prices shall prevail:

Option-To-Renew (OTR) Recurring Fees (Payable Annually in Advance) Hosting, Maintenance, and Support Services		
Description of Fees:	Term	Annual Fee Payment
OTR 1 – Term of 2 Years – Annual Installment Fees		
Year 1 Recurring Fees: Hosting, Maintenance, and Support Fees	2019	\$80,000
Year 2 Recurring Fees: Hosting, Maintenance, and Support Fees	2020	\$80,000
	Total OTR 1:	\$160,000
OTR 2 – Term of 2 Years – Annual Installment Fees		
Year 1 Recurring Fees: Hosting, Maintenance, and Support Fees	2021	\$85,000
Year 2 Recurring Fees: Hosting, Maintenance, and Support Fees	2022	\$85,000
	Total OTR 2:	\$170,000
OTR 3 - Term of 2 Years – Annual Installment Fees		
Year 1 Recurring Fees: Hosting, Maintenance, and Support Fees	2023	\$90,000
Year 2 Recurring Fees: Hosting, Maintenance, and Support Fees	2024	\$90,000
	Total OTR 3:	\$180,000



(C.) OPTIONAL ITEMS

(i) Phase II Optional Interfaces:

Should the County wish to implement the optional interfaces outlined within Phase II, services shall be performed at the rates shown below (Professional Service Fee Schedule):

Prior to initiating work on these optional items, the County and Contractor will define the work effort via an addendum to the Statement of Work.

(ii) Professional Service Fee Schedule

During the term of the resultant contract, should the County wish to employ the Contractor for projects or services outside the scope of the services, all work performed will be billed on a time and materials basis as defined in the below rate schedule:

<u>Position Description</u>	<u>Hourly Rate</u>
Programmer	\$ 175 Per Hour
Junior Programmer	\$ 150 Per Hour
Project Manager	\$ 125 Per Hour
Trainer	\$ 100 Per Hour
System Administrator	\$ 175 Per Hour
Database Administrator	\$ 175 Per Hour

(iii) Additional Software Functionality / Modules

During the term of the resultant contract, should the County wish to purchase additional software functionality or modules from the Contractor the following rates, subject to negotiation, shall apply as defined below:

BidSync Procure Pointe, procure-to-pay module (catalog/punch out, online shopping, requisitions, purchase orders, invoices, and inventory management. Annual Subscription fee for up to sixty users \$189,469 plus implementation. Integrations with third party software are at additional cost. Per the RFP, County has the discounted price of \$20,000 for the annual subscription for up to ten users and additional user subscriptions in blocks of 50 for \$25,000 available through January 31, 2013.

BidSync Contract, contract lifecycle management module. Annual subscription fee for unlimited users \$150,000. Per the RFP, County has the discounted price of \$110,000 for the annual subscription for unlimited users available through January 31, 2013. Implementation and integrations are at additional cost.



APPENDIX C – PROJECT TIMELINE



APPENDIX C - PROJECT TIMELINE

The below project timeline illustrates the proposed project timeline and deployment strategy, bringing the BidSync eProcure Sourcing Module into production. The project will consist of two (2) distinct phases:

Phase I: eProcure Implementation & Integrations

Start Date: 1/14/2013

Completion Date: 6/13/2013

Phase II: Optional Integrations

Start Date: 9/9/2013 (Est. - if necessary)

Completion Date: TBD

Phase I will deliver System functionality to County users, and Phase II will provide optional integrations between the System and the County's legacy applications.

#	Name	Duration	Start Date	Completion Date	2013					
					Q4	Q1	Q2	Q3	Q4	Q1
1	Phase I - eProcure	109	1/14/13	6/13/13						
2	Initiation Phase	6 days	1/14/13	1/21/13						
3	Post Award Activities	5 days	1/14/13	1/18/13						
4	Contract Signed	1 days	1/21/13	1/21/13						
5	Agency Registration	5 days	1/14/13	1/18/13						
6	Risk Assessment	5 days	1/14/13	1/18/13						
7	Communication Management Plan	2 days	1/14/13	1/15/13						
8	Change Management Plan	3 days	1/14/13	1/16/13						
9	Planning Phase	15 days	1/22/13	2/11/13						
10	Assess Current Program	2 days	1/22/13	1/23/13						
11	Conduct Business Process Review	3 days	1/24/13	1/28/13						
12	Create Conceptual Model	1 wks	1/29/13	2/4/13						
13	Prepare Business Transformation Strategy	1 wks	2/5/13	2/11/13						
14	Execution Phase	20 days	2/12/13	3/11/13						
15	Procurement - eProcure	20 days	2/12/13	3/11/13						
16	Gather Template Data	5 days	2/12/13	2/18/13						
17	Complete Configuration	2 wks	2/19/13	3/4/13						
18	Import Vendors	17 days	2/12/13	3/6/13						
19	eProcure Training	1 wks	3/5/13	3/12/13						
20	Admin Training	1 days	3/5/13	3/5/13						
21	Power User Training	1 days	3/6/13	3/6/13						
22	End User Training Group 1-2	1 days	3/7/13	3/7/13						
23	End User Training Group 3-4	1 days	3/8/13	3/8/13						
24	End User Training Group 5-5	1 days	3/11/13	3/11/13						
25	Phase I - Integrations	109	1/14/13	6/13/13						
26	Integrations in depth Discovery and Design	2 days	1/14/13	1/15/13						
27	HIGP Code Crosswalk	30 days	1/15/13	2/16/13						
28	BTS & PA - Interface for awarded bids	40 days	1/14/13	4/26/13						
29	BTS & PA - Vendor Information Exchange interface	30 days	2/8/13	6/23/13						
30	Phase 2 - Integrations	30 days	9/9/13	10/18/13						
31	Single Sign On (Optional and Estimate)	30 days	9/9/13	10/18/13						
32	BTS - Requisition (Optional and Estimate)	20 days	9/9/13	10/14/13						
33	Deployment	92 days	6/14/13	10/21/13						
34	Go Live Phase 1 - eProcure	1 days	6/14/13	6/14/13						
35	Go Live Phase 2 - Integrations	1 days	10/21/13	10/21/13						
36	Maintain Phase	1 days	6/17/13	6/17/13						
37	Transition to Support	1 days	6/17/13	6/17/13						

Project: Miami-Dade High Level

Page 3

Actual dates of the timeline will be discussed and approved by mutual consent. Further discussions between the County and the Contractor may cause this schedule to be modified to ensure there is agreement on which approach provides the best solution to meet the objectives set forth in the Scope of Services. Further discussions will be conducted between the County and the Contractor to finalize the final design documents and adjust the timeline accordingly to reach agreement on the approach that provides the best solution to the County.



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



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

A. OVERVIEW

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

B. HOSTING, MAINTENANCE, SUPPORT SERVICES

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

1. AVAILABILITY STANDARDS

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

2. SYSTEM AVAILABILITY

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

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

3. SYSTEM MAINTENANCE

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



also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of normal Business Hours.

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

4. SOFTWARE MAINTENANCE

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

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

5. PRIORITY OF EVENTS

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

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

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

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

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

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

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



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

6. COUNTY COOPERATION

Contractor's obligations in this Service Level Commitment are subject to the terms and conditions set forth in the Agreement, including without limitation, County's obligation to provide Contractor with information regarding any of the above-described Events, and the time frames set forth above may be suspended during any period in which Contractor is waiting for additional information from County.

7. CREDITS

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

Priority 1: If a Priority 1 Event is not resolved or reduced to a Priority 2 Event within eight (8) hours after the Event is logged, the County will receive a \$1500 credit for each day that the Event remains in Priority 1 status. This provision shall not apply to problem(s) that are solely caused by County.

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

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



APPENDIX E – DELIVERABLE ACCEPTANCE FORMS

**APPENDIX E – DELIVERABLE ACCEPTANCE PROCEDURES**

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

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

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

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



**DELIVERABLE ACCEPTANCE FORM
USER ACCEPTANCE TEST**

PROJECT: ELECTRONIC BIDDING SOLUTION

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: USER ACCEPTANCE TEST (UAT)

Deliverable Description: During the User Acceptance Test period, the Contractor and the County collectively will check, verify, and adjust the System as needed to meet the operational specifications listed in EPP-RFP840 and the attached UAT report. During the User Acceptance Test period, the Contractor is required to:

- Verify and update the test scenarios
- Ensure configurations are working properly
- Train County personnel on the operation of the System and associated components
- Conduct final functionality control tests, additions/modifications, and software integration
- Verify the normal operation of the System and ensure compatibility of peripheral and system applications
- Resolve user problems and/or deficiencies identified by the County
- Correct and manage errors
- Update the System documentation

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature	Name	Date

Accepted By:

Signature	Name	Date



FINAL SYSTEM ACCEPTANCE FORM

PROJECT: ELECTRONIC BIDDING SOLUTION

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

The Warranty Period on this deliverable starts on: _____ and is valid for a twelve month period.

DELIVERABLE NAME: FINAL SYSTEM ACCEPTANCE

Deliverable Description: The delivered system meets the business requirements of the County as detailed in the Final System Acceptance Report. The Contractor, BidSync, has successfully completed the required System setup and integration for the Electronic Bidding Solution satisfies the criteria as specified in the scope of services for EPP-RFP840.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature

Name

Date

Accepted By:

Signature

Name

Date