

**Miami-Dade Property Appraisal Computer Aided
Mass Appraisal System**

Contract No. 225

THIS AGREEMENT made and entered into as of this 28th day of OCTOBER, 2004 by and between SOFTWARE TECHNIQUES, INC., a corporation organized and existing under the laws of the State of Illinois, having its principal offices at 1250 Minnesota Avenue, Winter Park, Florida 32789 (hereinafter referred to as the "CONTRACTOR") and Miami-Dade County, a political subdivision of the State of Florida, having its principal offices at 111 NW 1st. Street, Miami, FL 33128-1989 (hereinafter referred to as the "COUNTY").

WITNESSETH:

WHEREAS, the CONTRACTOR has offered to furnish, install, customize, train, and maintain system software and hardware to facilitate a Property Appraisal Computer Aided Mass Appraisal System ("CustomCAMA system") tailored to the needs of the Miami-Dade County Property Appraiser which shall conform to the Scope of Work as outlined in Appendix "A" and the requirements of this Agreement; and,

WHEREAS, in response to RFP No. 225 issued by the COUNTY, the CONTRACTOR has submitted a written proposal dated June 8, 2001 which is incorporated by reference herein hereinafter referred to as CONTRACTOR's Proposal; and,

WHEREAS, the COUNTY desires to procure such a software system(s) and hardware, together with on-going maintenance services, and certain other services performed in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

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

- (a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively this and all Contract terms and conditions, the Scope of Work, CONTRACTOR's Proposal dated June 8, 2001, and all other attachments hereto and all amendments issued hereto.

- (b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- (c) The words "Contract Manager" to mean the COUNTY's Manager, Property Appraiser, or their duly authorized representative.
- (d) The word "CONTRACTOR" to mean Software Techniques, inc. and its permitted successors and assigns.
- (e) The words "CONTRACTOR's Proposal" to mean that certain Response by Software Techniques, inc., dated June 8, 2001, to Miami-Dade County RFP No. 225.
- (f) The word "Days" to mean Monday through Friday, excluding all standard holidays of the COUNTY.
- (g) The word "Deliverables" to mean all software, hardware, documentation and any items of any nature submitted by the CONTRACTOR to the COUNTY's Project Manager for review, approval, and installation pursuant to the terms of this Agreement.
- (h) The words "Deployment Phase" to mean that time period during which CONTRACTOR shall furnish all Deliverables specified in the Scope of Work, which time period commences on the Contract Date and ends on the earlier of: (i) the date when all training provided for in the Scope of Work has been completed in accordance with the Project Plan or (ii) the termination of this Contract.
- (i) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the COUNTY's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the COUNTY's Project Manager.
- (j) The initials "ETSD" to mean the Miami-Dade County Enterprise Technology Services Department.
- (k) The words "Extra Work" shall mean changes resulting in additions or deletions to the amount, type, or value of the work shown in this Agreement as directed by the COUNTY.

- (l) The word "Hardware" is an all inclusive term to mean the equipment, hardware, associated peripherals, embedded software, cabling and connections, electrical devices, and other tangible materials and supplies furnished to the COUNTY as required by the Contract.
- (m) The words "installation" or "install" or "installed" or "installing" to mean delivery and complete assembly and connection of all hardware, material, parts, software, components, appliances, supplies and related equipment necessary to satisfy the requirements of the Technical Specifications and the Contract.
- (n) The words "Installation Date" to mean the date that the Equipment and Software installed at a specific Site are scheduled to be delivered and installed in accordance with the Project Plan and have satisfied the criteria as defined in the CONTRACTOR's Proposal.
- (o) The words "Licensed Software" to mean computer software programs and any modules and related documentation and electronic media embodying such programs that have been developed, owned, and provided by CONTRACTOR pursuant to license and that constitute operating and application software for the Computer Assisted Mass Appraisal System as tailored to the needs of the COUNTY in accordance with this Agreement ("CustomCAMA system").
- (p) The words "Maintenance Phase" to mean that time period during which the CONTRACTOR shall furnish Maintenance Services, which time period commences on the Production Date and ends on the date when this Contract terminates.
- (q) The words "Maintenance Pricing and Payment Terms" shall mean the terms and provisions set forth in Appendix "C" to this Contract.
- (r) The words "Maintenance Services" to mean that portion of the Work denoted on the Scope of Work as involving maintenance and upgrades that is to be provided following the Production Date.
- (s) The words "Minimum Standards Contract Provisions" to mean all applicable terms, provisions, and conditions of the Minimum Standards Contract, as set forth in Chapter 12D-15 of the Florida Administrative Code, promulgated by the Florida Department of Revenue in compliance with Section 195.095(2), Florida Statutes.
- (t) The words "Notice to Proceed" to mean the written authorization by the COUNTY designating the date and time for the CONTRACTOR to commence work.

- (u) The words "Optional Services" to mean that portion of the Work, to be completed only at the option of the COUNTY, after the Deployment Phase, and that is so denoted on the Scope of Work because it involves extra services, projects, or additional enhancements and upgrades beyond the scope of Maintenance Services.
- (v) The words "Pricing and Payment Schedule" to mean the schedule setting forth the amounts and times for payments to CONTRACTOR as set forth on Appendix "B" to this Agreement.
- (w) The words "Production Date" to mean that day when any part of the System is first begun to be used by the COUNTY in a production capacity to process or carry out any functions or responsibilities of the Property Appraiser.
- (x) The words "Project Manager" to mean the COUNTY's Property Appraiser or his duly authorized representative specifically designated in writing the Project Plan to manage the Contract. The COUNTY may designate more than one person to serve as Project Manager at any one time, however, CONTRACTOR shall be entitled to conclusively rely upon the order, approval, consent, acceptance, or designation of any one duly authorized Project Manager at any given time without the need to obtain the concurrence or approval of any other person who may also have been designated by the COUNTY as a Project Manager at the time.
- (y) The words "Project Plan" to mean the written plan to be developed and agreed upon by the Project Manager and the CONTRACTOR as provided for in the Scope of Work. The Project Plan shall list the scheduled completion dates for specific tasks and detailed sequencing for performance of the Work. The Project Plan shall be modified and updated continuously throughout the term of this Contract pursuant to the mutual consent and agreement of the Project manager and the CONTRACTOR.
- (z) The words "Property Appraiser" and the initials "PA" to mean the Miami-Dade County Property Appraisal Department.
- (aa) The words "Scope of Work" to mean the document appended hereto as Appendix "A," which broadly describes the tasks and Date of Delivery, Deliverables, Acceptance Testing, Prerequisites to CONTRACTOR's Performance, and Payment provisions constituting the work to be performed by the CONTRACTOR and its sequencing, including but not limited to the complete design, integration, installation, tailoring, and subsequent maintenance and upgrade of the System.

- (bb) The word "Site" to mean any one or more COUNTY facilities where the System, or some portion thereof, covered under the Contract will be tailored, furnished, integrated, installed, or maintained.
- (cc) The word "Software" to mean the Licensed Software and Third Party Software.
- (dd) The words "Subcontractor" or "Subconsultant" to mean any person, firm, or corporation, other than the employees of the CONTRACTOR, that contracts to furnish labor, or labor and materials, in connection with the Work, whether directly or indirectly, on behalf of the CONTRACTOR and whether or not in privity of Contract with the CONTRACTOR.
- (ee) The word "System" to mean the composite of all items intended to be furnished, installed and integrated to fulfill the requirements of this Contract including, but not limited to (i) items of all Hardware and Equipment, machines, features, cable, wire, documentation and procedures and (ii) Licensed Software, and (iii) Third Party Software, all as tailored by CONTRACTOR in accordance with the COUNTY's requirements pursuant to the Project Plan.
- (ff) The words "System Acceptance" to mean the COUNTY's certification that the entire System, or a Deliverable thereof, installed at a specific Site has satisfied the Acceptance Testing requirements of the Scope of Work.
- (gg) The words "System Acceptance Date" to mean the date on which all Deliverables comprising the System have been installed at the Site and have satisfied all the Acceptance Testing requirements set forth in the Scope of Work.
- (hh) The words "Third Party Software" to mean certain (i) operating system software, and (ii) data base management software supplied by the CONTRACTOR, but obtained from and licensed by third parties rather than being owned or developed by CONTRACTOR.
- (ii) The words "Work," "Services" or "Project" to mean all matters and things required to be done by the CONTRACTOR in accordance with the provisions of this Contract.

ARTICLE 2. INCORPORATION OF MINIMUM STANDARDS CONTRACT

All applicable Minimum Standards Contract Provisions are hereby incorporated into this Contract in full to the extent they are not otherwise contrary to the specific provisions of this Miami-Dade Contract No. 225.

ARTICLE 3. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Contract, then the order of precedence is as follows: 1) the provisions of this Miami-Dade Contract No. 225, 2) the Scope of Work, 3) the Minimum Standards Contract Provisions, 4) RFP No. 225 and all associated addenda, and 5) the CONTRACTOR's Proposal.

ARTICLE 4. RULES OF INTERPRETATION

- (a) References to a specified Article, Appendix, section or schedule shall be construed as reference to that specified Article, Appendix, 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 Miami-Dade Contract No. 225.
- (d) The titles, headings, captions and arrangements used in this Miami-Dade Contract No. 225 are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.
- (e) Any definitions or provisions of this Miami-Dade Contract No. 225 not otherwise applicable to CONTRACTOR's customary manner of providing the goods and services described in the Scope of Work shall be inapplicable and shall not control the performance of this Contract.

ARTICLE 5. NATURE OF THE AGREEMENT

- (a) The CONTRACTOR shall furnish, install, and maintain the CustomCAMA system specified in the Scope of Work. The CONTRACTOR shall provide full and prompt cooperation with the COUNTY in all aspects of the Work performed hereunder. The COUNTY shall pay the CONTRACTOR, in full compensation therefore, the sums of money as set forth in the Pricing and Payment Schedule in the manner and upon the terms and conditions of this Agreement.
- (b) The CONTRACTOR acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective use by the COUNTY of a CustomCAMA system. 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 that is necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the COUNTY's Project Manager.
- (d) The COUNTY acknowledges that CONTRACTOR's timely performance of Deliverables is expressly dependent and conditioned upon the COUNTY having timely performed all of its responsibilities and prerequisites specified in the Scope of Work. Cooperation by the COUNTY as specified in the Scope of Work is critical to CONTRACTOR's performance of the Work. Failure by the COUNTY to perform, satisfy, or provide a prerequisite excuses CONTRACTOR's obligation to perform and provide all corresponding Deliverables and extends the time for CONTRACTOR's performance until the COUNTY has performed the prerequisite.

ARTICLE 6. CONTRACT TERM

The Contract shall become effective upon the Contract Date and shall include: (i) providing the CustomCAMA system in accordance with the scheduled dates specified in the Scope of Work and Project Plan, and, following the Deployment Phase, during which time the System goes into production, (ii) providing Maintenance Services during the Maintenance Phase, for the balance of a period of five (5) years from the Acceptance Date. The COUNTY may, at its sole option, extend the term for Maintenance Services for up to an additional five (5) years under the same terms and conditions set forth in this contract, either in one or more than one (1) year terms or in a single five (5) year term.

ARTICLE 7. MANNER OF PERFORMANCE

- (a) The COUNTY shall provide sufficient facilities dedicated for use by CONTRACTOR's staff to accommodate performance of the Work at the COUNTY's offices, including, but not limited to, office space, telephones, terminals, personal computers, access to printers and copying equipment, internet connectivity, and access to existing computer and networking systems. CONTRACTOR shall be allowed to make long distance, business related calls from the COUNTY's offices without reimbursement. CONTRACTOR will reimburse the COUNTY, at cost, for any personal long distance calls.
- (b) The CONTRACTOR shall perform the Work 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 the satisfactory performance of all Work described herein and to full and prompt cooperation by the CONTRACTOR in all aspects of the Work. In the event any

employee, subcontractor, or any other person performing Work hereunder pursuant to the direction or at the behest of CONTRACTOR (hereinafter "Contractor Personnel") engages in misconduct toward the COUNTY, frustrates performance of the Work, or otherwise adversely impacts upon the interest of the COUNTY, then upon the request of the COUNTY, the CONTRACTOR shall promptly remove that person from the project. The CONTRACTOR agrees that the removal of any of its employees does not include or require the termination or demotion of that employee.

- (c) 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 attorneys' fees and court costs) made against the COUNTY, occurring on account of, arising from or in connection with the removal and replacement, at the request of the COUNTY, of any Contractor Personnel performing services hereunder. Removal and replacement of any Contractor Personnel as used in this ARTICLE 7 shall not require the termination and or demotion of such Contractor Personnel.

ARTICLE 8. GENERAL

- (a) The CONTRACTOR agrees that the CONTRACTOR will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to timely accomplish all tasks as scheduled in the Project Plan. The CONTRACTOR agrees to adjust staffing levels or to replace any Contractor Personnel if so directed by the COUNTY, should the COUNTY make a determination, in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- (b) The CONTRACTOR warrants and represents that its Contractor Personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- (c) The CONTRACTOR shall at all times cooperate with the COUNTY and coordinate its respective work efforts to most effectively and efficiently progress the performance of the Work in accordance with the Project Plan.
- (d) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by electronic mail, Registered or Certified Mail, return receipt requested, or delivered personally, (or fax delivery with hard copy to follow in the format stated in this subparagraph) in any case addressed as follows:

- (1) To the COUNTY to the following address:
Lazaro Solis, Chief, Information Services
Property Appraisal Department
111 NW 1st Street, 7th Floor
Miami, Florida 33128
Attention: Project Manager

and;

Theodore Lucas, Director
Department of Procurement Management
111 NW 1st Street, Suite 1300, Miami, Fl 33128
Attention: Contract Manager

- (2) To the CONTRACTOR:

Software Techniques, inc.
1250 Minnesota Avenue
Winter Park, Florida 32789
Facsimile: (407) 677-6643
E-mail: ldz@customcama.com
Attention: Larry D. Zirbel

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

- (e) The CONTRACTOR and COUNTY will 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 9. AUTHORITY OF THE PROJECT MANAGER

- (a) The COUNTY hereby authorizes the COUNTY's Project Manager to determine on behalf of the COUNTY 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 Work; and claims for damages, compensation and losses.
- (b) The CONTRACTOR shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the

CONTRACTOR agrees with the Project Manager's determination or order, except only that if the COUNTY has designated more than one person to act as Project Manager at any one time, then one person so designated may not contradict or countermand an order of another person then designated as Project Manager. Notwithstanding its compliance with the Project Manager's order, the CONTRACTOR may fully reserve its rights by making its disagreement known to the Project Manager in writing within thirty (30) days of the order. Where orders are given orally, the Project Manager will issue them in writing as soon thereafter as is practicable.

- (c) The CONTRACTOR must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the CONTRACTOR and the Project Manager are unable to resolve their difference, the CONTRACTOR may initiate a dispute in accordance with the procedures set forth in this ARTICLE 9. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- (d) In the event of a dispute between the parties regarding (i) a product or service for which payment has not yet been made to CONTRACTOR, (ii) the proper amount due to CONTRACTOR for any product or services, or (iii) the due date of any payment, the COUNTY shall continue to timely pay all other undisputed amounts to CONTRACTOR. Payment by the COUNTY and receipt by CONTRACTOR of such other amounts shall not constitute an admission or waiver by the COUNTY or CONTRACTOR with respect to any of their rights and remedies against the other party.
- (e) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to mediate 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. If the parties are unable to resolve the dispute through mediation as set forth herein, either party may initiate litigation in any court of competent jurisdiction situated in Miami-Dade County, Florida. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event, or act out of which the dispute arises.
- (f) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether CONTRACTOR's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated

therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the CONTRACTOR to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or 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 Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the CONTRACTOR. Except as such remedies may be limited or waived elsewhere in the Agreement, CONTRACTOR reserves the right, after exhausting the procedures of this ARTICLE 9, to pursue any and all remedies otherwise available under law.

ARTICLE 10. PROGRESS SCHEDULE

The CONTRACTOR shall perform the Work as set forth in the Scope of Work and as scheduled in the Project Plan. The CONTRACTOR's time for completing performance of the Work and the submission of Deliverable documentation shall not be extended except as is provided in ARTICLE 14 and ARTICLE 37 hereof.

ARTICLE 11. INDEPENDENT CONTRACTOR AND NON-SOLICITATION OF EMPLOYEES

- (a) The CONTRACTOR is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor the CONTRACTOR covenants and agrees that the CONTRACTOR will conduct itself consistent with such status, that the CONTRACTOR will neither hold the COUNTY out as, nor claim to be an officer or employee of the COUNTY for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (b) None of the Contractor Personnel utilized by CONTRACTOR shall be deemed in any way employees of the COUNTY, and the CONTRACTOR alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Agreement shall impose any liability or duty on the COUNTY on account of CONTRACTOR's acts, omissions, liabilities or obligations or any person, firm, company, agency, association, corporation, or organization engaged by the CONTRACTOR as a subcontractor, expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the CONTRACTOR hereby agrees to indemnify and hold harmless the

COUNTY against any such liabilities, even if they arise from actions directed or taken by the COUNTY.

- (c) Unless otherwise mutually agreed to by the parties in writing, each agrees not to hire or to solicit the employment of any personnel of the other party directly or indirectly associated with the development, maintenance, or operation of the CustomCAMA system during the term of this Contract or any renewal thereof and for a period of six (6) consecutive months thereafter. The parties agree that any breach of this prohibition against solicitation or hiring of employees would result in immediate damage that will be difficult to quantify and therefore the injured party, in addition to any other remedies, shall be entitled to injunctive relief to enforce this provision. In any proceeding for entry of an injunction to enforce this prohibition, irreparable injury shall be presumed and the parties hereby waive the requirement for posting of a bond and agree not to assert the defense that an adequate remedy exists at law.

ARTICLE 12. LIAISON

- (a) Throughout the Deployment Phase the CONTRACTOR shall maintain continuing liaison with the Project Manager designated by the COUNTY, and the CONTRACTOR shall keep the COUNTY fully informed as to the progress of the Work at all times. The CONTRACTOR shall do so not only through regularly issued progress reports, cost reports and minutes, but through close liaison between such designated COUNTY personnel. The CONTRACTOR shall submit to the COUNTY any minutes of meetings attended by the CONTRACTOR and the COUNTY relating to the Work within the (10) business days following such meetings.
- (b) Throughout the Maintenance Phase the CONTRACTOR will provide monthly status reports to the Project Manager designated by the COUNTY, by the tenth (10th) day of each month, which will summarize ongoing recommendations, issues, problems, and concerns. The status reports will be in CONTRACTOR's standard format. CONTRACTOR will keep detailed records of time spent by CONTRACTOR personnel in the performance of Enhanced Maintenance Services and CONTRACTOR will make those records available to the COUNTY on a monthly basis by the tenth (10th) day of each month. Time records for work performed in connection with system upgrades and enhancements shall reasonably reference the nature and type of the particular enhancement.

ARTICLE 13. MUTUAL OBLIGATIONS

- (a) This Agreement shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized officers.

- (b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

In those situations where this Agreement imposes an indemnity obligation on the CONTRACTOR, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the CONTRACTOR fails to diligently defend such claims, and thereafter seek indemnity for costs from the CONTRACTOR.

ARTICLE 14. REVIEWING HARDWARE

- (a) The CONTRACTOR agrees to submit any Hardware required to be submitted for review and approval by the COUNTY in accordance with the specific requirements in the Scope of Work, and as specified herein. The CONTRACTOR understands that the COUNTY shall have final approval on all Hardware.

- (b) In reviewing the Hardware, the CONTRACTOR understands that the COUNTY will provide the CONTRACTOR with:

- i. written notification of the COUNTY's acceptance,
- ii. written notification that the Hardware, or portion thereof, is acceptable subject to the CONTRACTOR providing prompt correction of a minor deficiency, or,
- iii. in the case of Hardware that does not meet the requirements of the Agreement, a written notification of the COUNTY's disapproval. The COUNTY's disapproval notification will state with reasonable detail to sufficiently advise the CONTRACTOR of the basis on which the Hardware was determined to be unacceptable in accordance with the Scope of Work.

- (c) Furthermore:

- i. For all Hardware provided hereunder, the COUNTY shall have thirty (30) business days, commencing on the first business day after receipt by the COUNTY of the Hardware, or its detailed specifications if full delivery of the Hardware is impracticable, to determine whether the Hardware is accepted as submitted, is accepted subject to the correction by the CONTRACTOR of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- ii. Unless an extension of time has been granted by the COUNTY pursuant to ARTICLE 37 "Extension of Time," the CONTRACTOR shall deliver to the COUNTY, within fifteen (15) business days after receipt of the

COUNTY's notification of "disapproval," the necessary revisions and/or modifications for a second review by the COUNTY.

- iii. If after the second review period the Hardware remains unacceptable for the COUNTY's approval, the COUNTY may direct the CONTRACTOR to:

* Proceed with the Work subject to the correction of all outstanding deficiencies which led to the COUNTY's determination that such Hardware was not acceptable for approval on or before a specific date established by the COUNTY for correcting such deficiency or deficiencies; or,

* Suspend performance of all Work that is dependent upon acceptance of the Hardware for its successful completion, except those services necessary for the correction of outstanding deficiencies, until such time that all deficient Hardware has been corrected or replaced by the CONTRACTOR and resubmitted to the COUNTY for acceptance.

- (d) The COUNTY shall have the right to approve or accept part of any Hardware. Any such approval shall be regarded as partial and conditional upon the COUNTY's approval or acceptance of all aspects of the Hardware. The CONTRACTOR must correct any deficiencies within the time the COUNTY specifies for such correction in the COUNTY's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the COUNTY does not subsequently approve or accept all aspects of the Hardware, the earlier conditional acceptance or approval may, in the sole absolute discretion of the COUNTY, be regarded as void and of no effect. All decisions by the Project Manager under this ARTICLE 14 shall be conclusive and binding on the COUNTY, absent fraud or misrepresentation by CONTRACTOR.

ARTICLE 15. PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT

- (a) If commercially feasible and reasonable to do so, the CONTRACTOR shall duly execute and deliver to the COUNTY a Performance Bond in the Face Amount as specified in the Pricing and Payment schedule and identified as "Performance Bond Face Amount".
- (b) The Performance Bond shall provide that its Face Amount shall be reduced according to the following Deliverables of the Scope of Work:
- i. by twenty-five percent (25%) upon the date when the COUNTY has received and fully accepted the CustomCAMA system in accordance with

all of the acceptance testing criteria specified in Deliverable A of the Scope of Work.

- ii. by twenty-five percent (25%) upon the date when Data Conversion has been successfully completed and fully accepted by the COUNTY in accordance with all of the acceptance testing criteria specified in Deliverable C of the Scope of Work.
- iii. by twenty-five percent (25%) upon the date when Deliverables B "Project Planning," D "Basic Application Configuration," E "Appraisal Model Configuration," F "Reporting Requirements," G "Import/Export File Requirements and Third Party Interfaces," H "Operational Requirements," and I "Training" of the Scope of Work have been successfully completed and fully accepted by the COUNTY in accordance with all of the acceptance testing criteria specified of the Scope of Work.
- iv. by fifteen percent (15%) upon the date when the CustomCAMA system, if running concurrently in parallel with the COUNTY's existing system, becomes capable of producing certification reports that are in complete balance with the existing system.

The Performance Bond shall provide that its Face Amount shall be further reduced to zero (0) and the Bond shall be fully satisfied upon the date when the all of the Deployment Phase Deliverables (A through I) of the Scope of Work have been completed and fully accepted by the COUNTY in accordance with all of the Acceptance Testing criteria and the first tax roll produced by the COUNTY utilizing the CustomCAMA system has been certified and accepted by the Florida Department of Revenue.

The Performance Bond Form supplied by the COUNTY shall be the only acceptable form. The completed form shall be delivered to the COUNTY within twenty (20) calendar days after the Contract Date. If the CONTRACTOR fails to deliver the Performance Bond with in the specified time, including granted extensions, if any, the COUNTY shall declare the CONTRACTOR in default of the contractual terms and conditions and the COUNTY shall not accept any proposal from the CONTRACTOR for a twelve (12) month period following such default.

The following specifications shall apply to the bond required above:

- (c) All bonds furnished shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Ratings</u>
\$500,001 to \$1,500,000	B V

\$1,500,001 to \$2,500,000	A	VI
\$2,500,001 to \$5,000,000	A	VII
\$5,000,001 to \$10,000,000	A	VIII
\$Over \$10,000,000	A	IX

- (d) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statute (1985) shall be in effect and surety companies not otherwise qualified with this paragraph may optionally qualify by:
- i. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued;
 - ii. Certify that the surety is otherwise in compliance with the Florida Insurance Code; and
 - iii. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under §§ 31 U.S. C. 9404-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (e) For contracts in excess of \$500,000 the provisions of ARTICLE 15(d) will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- (f) Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development, Inc., will also be accepted.
- (g) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so. The contract bond must be countersigned by the surety's resident Florida agent.

ARTICLE 16. DELIVERY AND INSTALLATION

- (a) All Hardware the COUNTY has ordered shall be delivered F.O.B. Destination. The COUNTY shall accept or reject the Hardware within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement. The delivery date shall be as specified in the Project Plan or in the COUNTY's separate Order submitted to CONTRACTOR.

- (b) If the CONTRACTOR fails to make delivery within the time specified in the Project Plan or the applicable Work Order, or if the Hardware delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the COUNTY may reject the delivered Hardware or may accept any item of Hardware and reject the balance of the delivered Hardware. The COUNTY's Project Manager shall notify CONTRACTOR of such rejection in writing and specify in such notice, the reasons for the rejection. CONTRACTOR agrees to deliver replacement Hardware for such items of rejected Hardware within fifteen (15) Days of CONTRACTOR's receipt of the COUNTY's rejection notice, unless the rejected Hardware was obtained by CONTRACTOR from a third party vendor and CONTRACTOR has promptly ordered but not yet received delivery of the replacement, then CONTRACTOR shall deliver the replacement Hardware as soon as commercially reasonable.
- (c) The COUNTY may delay delivery of ordered Hardware or any portion thereof, for up to sixty (60) days at no additional cost to the COUNTY, by giving written notice to the CONTRACTOR of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Project Plan. In the event of such delay, the COUNTY will provide the CONTRACTOR with a new delivery date for such Hardware or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the CONTRACTOR's receipt of notice of the COUNTY's desire to delay delivery.
- (d) The CONTRACTOR shall deliver all ordered Hardware no later than thirty (30) days from the order date defined in Section (a) of this ARTICLE 16.
- (e) The CONTRACTOR shall bear the risk of loss or damage to delivered Hardware until delivery and receipt by the County Site. Immediately upon delivery of the Hardware, the COUNTY shall inspect it. If upon physical inspection at the time of delivery, the COUNTY discovers damage, the COUNTY shall immediately notify CONTRACTOR and CONTRACTOR shall be responsible for replacement of any damaged Hardware. Risk of loss shall not pass to the COUNTY until the Hardware has been delivered to the County Site and inspected by the COUNTY, except for loss or damage arising solely from the negligence or willful acts of the COUNTY.
- (f) CONTRACTOR agrees to install the Hardware at the applicable Sites set forth in the Contract. CONTRACTOR agrees to promptly commence installation of the Hardware as provided for in the Project Plan or otherwise mutually agreed upon by the parties hereto. All installation work will be performed during normal business hours or at such other times mutually agreeable to the COUNTY so as not to unduly disrupt the COUNTY's work. CONTRACTOR shall diligently pursue and complete such installation without interruption and in accordance with

the Project Plan, so that such Hardware is in good working order and ready for use by the Installation Date set forth in the Project Plan.

- i. CONTRACTOR agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, CONTRACTOR shall coordinate with the Project Manager all work with all any other contractors and/or COUNTY personnel performing work at the Site(s) to complete Hardware installation. The COUNTY shall be responsible for resolving all disputes relating to Site access between CONTRACTOR and any other contractors. CONTRACTOR shall provide all materials necessary for proper installation of the Hardware. The COUNTY shall attempt to provide reasonable working and secure storage space for the performance by CONTRACTOR of the installation services described herein. CONTRACTOR agrees that all installation work will be performed neatly and at all times CONTRACTOR shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by CONTRACTOR.
 - ii. Unless otherwise agreed to by the COUNTY, CONTRACTOR agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Hardware, supplies, and peripherals; (c) running of cables; (d) installation and testing of batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure CONTRACTOR's compliance with this ARTICLE 17.
 - iii. All cabling provided by CONTRACTOR shall be neatly laced, as applicable, dressed, sheathed, and adequately supported. When required by local codes, CONTRACTOR agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Equipment is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the COUNTY. If required by any applicable Federal, State or local laws or codes, CONTRACTOR shall ensure that all items of Hardware and other equipment are firmly held in place in a manner so as to protect such Hardware and Equipment from seismic shock. In this regard, CONTRACTOR agrees to provide fastenings and supports adequate to support Hardware loads with an ample safety margin. The COUNTY shall be responsible for securing proper space and HVAC service required for installation and operation of the Hardware.
- (g) Installation testing shall consist of the tests described in CONTRACTOR's Proposal which are to be conducted by CONTRACTOR and observed by the

COUNTY. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of the Hardware running all required Software features. All tests shall be in accordance with the Scope of Work and with any 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 17. SOFTWARE

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

- (a) In the event the COUNTY purchases a license for Licensed Software, the CONTRACTOR shall provide to the COUNTY the electronic data files or media comprising the computer programs (the "Programs") and operating manuals, other materials related thereto (the "Documentation") with the Programs.
- (b) The CONTRACTOR shall, at its own expense, secure and administer for the COUNTY, in the COUNTY's name, any and all necessary sublicenses or direct licenses for Third Party Software that is embedded in CONTRACTOR's software, which shall be perpetual and irrevocable. The CONTRACTOR shall provide the COUNTY with all documentation and warranties for the Third Party Software that may be provided to the CONTRACTOR by the vendor of such Third Party Software. Any Third Party Software not embedded in CONTRACTOR's software, such as operating system software for client or server machines, relational database management software, software development tools, networking utilities, optional print spoolers, optional statistical packages, third party cost tables or any other optional software utility, shall be acquired in the name of the COUNTY and warranties for such software shall be limited to those provided directly by the maker or vendor of that Third Party Software to the COUNTY as part of such acquisition.

ARTICLE 18. SOFTWARE LICENSE

- (a) The CONTRACTOR, upon receipt of the full payment of the licensing fee, hereby grants to the COUNTY, and/or its agents, suppliers and vendors, a perpetual, non-exclusive, irrevocable license to use, the CONTRACTOR's Licensed Software, if purchased by the COUNTY, in both source and object code for any purpose not expressly forbidden by the terms hereof and as more fully described in ARTICLE 19 "SCOPE OF LICENSE" and ARTICLE 22 "SOFTWARE REVISIONS". Such license shall include but not be limited to the

unrestricted right of the COUNTY to provide any Licensed Software, including the source code and object code forms thereto, the Documentation and Programs therefor, to any other person(s) or entity(ies) but only as required to facilitate use of the Licensed Software by the Property Appraiser.

- (b) The CONTRACTOR shall require, inasmuch as it is able, that its subcontractors and suppliers also grant to the COUNTY, and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to include its software as part of the Licensed Software for any purpose not expressly forbidden by the terms hereof.
- (c) As used above, "irrevocable" shall include, but is not limited to, the right of the COUNTY to continue using the CONTRACTOR's Licensed Software irrespective of any alleged breach or default pursuant to the terms hereof, pending final determination by a court of competent jurisdiction of the legal consequences of such alleged breach or default.

ARTICLE 19. SCOPE OF LICENSE

The COUNTY may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned, controlled or contracted for, by the COUNTY or entities controlling, controlled by, under common control with, or affiliated with the COUNTY, or organizations which may hereafter be formed by or become affiliated with the COUNTY or which may assume the responsibilities of the COUNTY or any successors of the COUNTY, but only as necessary to facilitate the operation of the Property Appraiser's Office. Irrespective of the number of equipment configuration(s) controlled by the COUNTY upon which the Licensed Software is used, the COUNTY shall pay only one license fee, which license fee is set forth herein, provided however that the COUNTY utilizes such Licensed Software for operation of its Property Appraiser's Office. Any use by the COUNTY of the Licensed Software shall be subject to CONTRACTOR's proprietary rights as set forth in ARTICLE 33.

ARTICLE 20. SOFTWARE RELATED DOCUMENTATION

Documents related to the Licensed Software ("Documentation") will consist of the source code for all Licensed Software for which source code is a Deliverable hereunder, any and all available operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable software. Available Documentation will in all cases be fully applicable to the use of the Programs with the Hardware, and will identify and reflect any particular features of the Hardware which may affect the normal use and operation of the Programs. The CONTRACTOR shall deliver to the COUNTY three copies of any available Documentation. The COUNTY will have the right, as part of the license granted herein, to make as many

additional copies of the Documentation as it may deem necessary, for its operation of the Property Appraiser. Any use by the COUNTY of the Documentation shall be subject to CONTRACTOR's proprietary rights as set forth in ARTICLE 33.

ARTICLE 21. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

The Programs, and each module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in the Scope of Work. The CONTRACTOR hereby warrants and represents that each Program will be fully compatible and will interface completely with each other Program provided hereunder as part of the Software, and will function on the COUNTY's Hardware, such that the Software and Hardware combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in the Scope of Work, the Project Plan, and CONTRACTOR's Proposal.

ARTICLE 22. SOFTWARE REVISIONS

The COUNTY will not have the right, in its own discretion, to independently modify any Licensed Software through the services of its employees, agents, contractors or subcontractors without the express written permission of CONTRACTOR. In the event, CONTRACTOR permits any such modification, the COUNTY may disclose the Licensed Software, or any portion thereof, strictly limited to use for effecting the modifications, to necessary employees, agents, contractors or subcontractors, but only if such agents, contractors or subcontractors have each executed a confidential data agreement in form satisfactory to CONTRACTOR. As between the COUNTY and the CONTRACTOR, such modifications shall become part of the Licensed Software and owned by CONTRACTOR as provided for in ARTICLE 23. Performance of any such modifications may compromise the CONTRACTOR's warranty obligations as set forth in ARTICLE 25 "Software Warranties" if such modifications have not been undertaken with the prior express written consent and approval of CONTRACTOR.

ARTICLE 23. SOFTWARE ENHANCEMENTS/MODIFICATIONS

- (a) Subject only to the ability of COUNTY to timely and consistently specify details for Software changes or modifications necessary to tailor the CustomCAMA system to any specific needs and requirements of the COUNTY not otherwise have set forth in RFP No. 225 or the Scope of Work or Project Plan, CONTRACTOR shall accomplish all Work in accordance with the Scope of Work and the Project Plan and within the time frames specified therein, such that the CustomCAMA system as installed and operating at the conclusion of the Deployment Phase will perform in conformity with the requirements as described in the CONTRACTOR's Proposal, except to the extent that the COUNTY has not otherwise modified them pursuant to the Scope of Work.

- (b) The COUNTY acknowledges that detailed Software modifications or enhancements have not been specified prior to execution of this Agreement and that the fixed fee for services to be provided by CONTRACTOR contemplates that CONTRACTOR is required only to tailor the System in accordance with the COUNTY's direction so that all Deployment Phase Deliverables specified in the Scope of Work, Appendix "A," have been installed and satisfy applicable Acceptance Testing criteria. To facilitate such tailoring, the COUNTY's Project Manager will fully cooperate with CONTRACTOR's reasonable requests for information, the COUNTY will timely and expeditiously communicate its specifications for any Software enhancements or modifications, and the COUNTY will not alter its decisions, once made, with respect to specific enhancements for tailoring the Software to meet the COUNTY's needs during the course of this Agreement without there being an appropriate alteration to deadlines, fees and requirements in recognition of such change. The COUNTY will timely perform all of its responsibilities as set forth in the Scope of Work and Project Plan. The COUNTY acknowledges that CONTRACTOR is not obligated to undertake any customization or enhancements to the System during the Deployment Phase not otherwise required in order to provide all Deployment Phase Deliverables that satisfy the Acceptance Testing criteria specified in the Scope of Work.
- (c) Specifications for system enhancements desired by the COUNTY will be set forth in writing and signed by the COUNTY's Project Manager. Design and implementation details for any Software enhancements which are not fully or expressly defined by the COUNTY prior to implementation will be left up to CONTRACTOR to implement in such manner as may be consistent with CONTRACTOR's product look and feel, given the state of the art involved, and based upon information CONTRACTOR gathers by interviewing the staff of the COUNTY's Property Appraiser, reviewing current procedures, analyzing the current system, and reviewing all formal requirements in RFP No. 225. CONTRACTOR will prototype, implement or document Software enhancements for review by the COUNTY Project Manager and will address, in writing, concerns or conflicts regarding system enhancements or changes on an on-going basis in accordance with the Project Plan. With respect to questions or concerns submitted by CONTRACTOR to COUNTY's Project Manager for clarification in writing, the COUNTY agrees to respond, in writing, within five (5) working days.
- (d) If as a result of the COUNTY's inability to timely specify details for system enhancements or as a result of the COUNTY's changes of specifications with regard to particular enhancements desired to tailor the Software for the COUNTY's use, CONTRACTOR is not able to complete all Software enhancements or modifications described in the Scope of Work or Project Plan in a manner fully satisfactory to the COUNTY after having devoted that number of man-hours specified at the beginning of the Scope of Work, Appendix "A," to develop and install such enhancements, then the COUNTY may engage CONTRACTOR to complete any remaining or additional enhancements and

modifications to the Software on a time and materials basis as an Enhanced Development pursuant to Deliverable R of the Scope of Work. Upon the COUNTY's request for any Enhanced Development, the COUNTY shall prepare a written request for proposal detailing the nature of the requested enhancement and the CONTRACTOR shall submit a cost proposal including all costs pertaining to furnishing the COUNTY with that Enhanced Development.

- (e) Upon CONTRACTOR's submission of a cost proposal for an Enhanced Development, the COUNTY and the CONTRACTOR shall agree to a not-to-exceed number of hours for the requested Enhanced Development. In no event shall the CONTRACTOR perform any services on the Enhanced Development unless the COUNTY issues a written notice to the CONTRACTOR to proceed with the Enhanced Development. The CONTRACTOR shall not be reimbursed for the preparation of cost proposals with respect to Enhanced Developments.
- (f) When the source code for any Enhanced Development is completed, tested, and accepted by the COUNTY, the CONTRACTOR shall deliver said source code to the COUNTY. The COUNTY may revise and modify this source code. The CONTRACTOR shall, upon the COUNTY's request, install the Enhanced Development and shall provide the COUNTY with such services as required, at no additional cost, to fully integrate the Enhanced Development as necessary to enable the COUNTY to continue with the COUNTY's intended use of the Licensed Software. Following the COUNTY's acceptance of an Enhanced Development, such enhancement/modification shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The CONTRACTOR shall provide the COUNTY, if so requested, with written confirmation of the date the Enhanced Development was applied to the Licensed Software, and any and all Documentation relating to use of the Licensed Software with the Enhanced Development thereto.
- (g) If any Enhanced Development is not acceptable to the COUNTY, the COUNTY may refuse to accept same, and, in such event, the CONTRACTOR agrees to restore the Licensed Software to the form in effect on the date the CONTRACTOR requested the COUNTY to accept such Enhanced Development.

ARTICLE 24. OWNERSHIP OF LICENSED SOFTWARE

The CONTRACTOR hereby warrants and represents that the CONTRACTOR possesses all rights to and interests in the Licensed Software, and all portions thereof, or otherwise has the right to grant to the COUNTY the licenses provided in ARTICLE 17 "SOFTWARE," ARTICLE 18 "SOFTWARE LICENSE," ARTICLE 19 "SCOPE OF LICENSE," and ARTICLE 20 "SOFTWARE RELATED DOCUMENTATION" hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the CONTRACTOR. The CONTRACTOR further represents and warrants that the

COUNTY has the right to modify the Licensed Software as defined in ARTICLE 17 "SOFTWARE," hereof, for use by the COUNTY's Property Appraiser.

ARTICLE 25. SOFTWARE WARRANTIES

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

ARTICLE 26. SOFTWARE WARRANTY PERIOD

- (a) The CONTRACTOR warrants that, for a period of one (1) year from the COUNTY's final acceptance of the System at its offices and during the entire period of time when the COUNTY is receiving Basic Maintenance Services and also, provided the COUNTY is current in making payments required of it under Appendix "C" hereto "Maintenance Pricing and Payment Terms," the Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement; and (iii) meet all of the performance standards set forth in the Scope of Work and CONTRACTOR's Proposal provided the COUNTY has deployed the System on hardware recommended, provided by, or approved by CONTRACTOR.
- (b) Except as provided for above, in the event the Software does not satisfy the requirements of Acceptance Testing set forth in the Scope of Work and CONTRACTOR's Proposal, the CONTRACTOR's obligation is to provide a Fix or a Work Around at the CONTRACTOR's cost and expense, or, alternatively, to provide different Hardware (if that hardware was purchased from CONTRACTOR) and Software and services required to attain the performance requirements specified for acceptance testing in the Scope of Work and CONTRACTOR's Proposal, in the sole discretion of the COUNTY. Whatever personnel time may be necessary for CONTRACTOR to complete the performance requirements specified for Acceptance Testing in the Scope of Work and CONTRACTOR's Proposal shall not be counted against or otherwise reduce the number of man-hours CONTRACTOR is obligated to provide to the COUNTY as part of Enhancement Maintenance Services.
- (c) Failure by the CONTRACTOR to comply with warranty provisions hereof may be deemed by the COUNTY as a breach of the CONTRACTOR's obligations

hereof. The COUNTY may also assess liquidated damages as stated in ARTICLE 54 in the event the CAMA software is not timely operational in accordance with the requirements of the Project Plan.

ARTICLE 27. SYSTEM WARRANTIES

- (a) CONTRACTOR hereby represents and warrants to the COUNTY that CONTRACTOR has reviewed and evaluated all information furnished by the COUNTY and has made all inquiries necessary such that CONTRACTOR is reasonably aware of the COUNTY's business requirements and intended uses of the CustomCAMA system contemplated in this Agreement. Accordingly, once installed, the System shall comply with all applicable Florida statutes, administrative rules, and state reporting requirements and local requirements including, but not limited to real property valuation and assessment, tax payer notifications, business personal property valuation and assessment, appraisal notices, recapitulation of values, exemption processing, supplement processing and the creation of the certified roll as defined by Florida statutes and Florida Department of Revenue rules, regulations, and requirements. Furthermore, the System shall be capable of calculating all property values and assessments in a manner consistent with Client's current methods. Based on the CONTRACTOR's analysis of the Contract Documents, the CONTRACTOR hereby represents and warrants to the COUNTY that the System, as described in the Scope of Work, will meet the COUNTY's objectives as set forth in the Contract and that the CONTRACTOR is not aware of any material discrepancies among the COUNTY's objectives as set forth in the Scope of Work.
- (b) CONTRACTOR hereby warrants to the COUNTY that the Software System to be furnished hereunder shall for the duration of the Software Warrantee Period, Article 26, (i) operate at the dependability levels specified in the Scope of Work; (ii) operate as a fully integrated System with each component thereof functioning completely and in conjunction with each of the other components of the System as necessary to fulfill the requirements set forth in Section (a) of this ARTICLE 27.
- (c) CONTRACTOR further warrants that all Maintenance Services and Internet Connectivity provided by CONTRACTOR under this Contract shall be rendered by qualified personnel who will perform the tasks assigned CONTRACTOR with good professional practice in accordance with the current state of the art involved.
- (d) The performance standards for the System are as set forth in RFP No. 225, the Scope of Work, and Section (a) of this ARTICLE 27. CONTRACTOR represents and warrants that the System has been configured so that these System performance standards are capable of being met. CONTRACTOR warrants that the System has been properly configured to be capable of handling both the

current and the anticipated volumes of transactions specified in RFP No. 225 and the Scope of Work.

- (e) **Except for the express warranties set forth in this ARTICLE 27, ARTICLE 28, and ARTICLE 29, CONTRACTOR disclaims all warranties, either expressed or implied, with respect to the written and/or recorded material and data prepared for or supplied to the COUNTY, pursuant to this Contract, including but not limited to any warranties as to merchantability of such materials or the fitness of such materials for a particular use, except only that the COUNTY's CustomCAMA system will continue to operate in the manner for which it was designed.**

ARTICLE 28. HARDWARE WARRANTY

- (a) The CONTRACTOR warrants, for a period of one (1) year from the COUNTY's Final System Acceptance, that any Hardware and embedded Software provided by the CONTRACTOR shall:
- i. be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
 - ii. function properly and in conformity with the warranties in this Agreement;
 - iii. meet the performance standards set forth in the Scope of Work and CONTRACTOR's response to Proposal.
- (b) During the Warranty Period, CONTRACTOR agrees to use all reasonable efforts and resources to provide to the COUNTY all corrections and/or modifications necessary to correct problems with the Hardware provided by the CONTRACTOR that are reported to CONTRACTOR, without additional charge to the amounts specified in the Pricing and Payment Schedule.
- (c) During the Warranty Period, CONTRACTOR shall enforce any manufacturer's warranty and maintenance obligations relating to the Hardware and any third party software provided.
- (d) In the event the CONTRACTOR's Hardware does not satisfy the conditions of performance, the CONTRACTOR's obligation is to provide repair at the CONTRACTOR's cost and expense, or to provide different Hardware, Software, and services required to attain the performance requirements. Failure by the CONTRACTOR to comply with the warranty provisions hereof may be deemed by the COUNTY as a breach of the CONTRACTOR's obligations hereof.
- (e) The foregoing warranties of the CONTRACTOR herein shall not apply to any defects or deficiencies in the Hardware caused by the willful misconduct or the

negligent acts, errors, omissions of the COUNTY, its employees and agents. Such defects or deficiencies shall be cured, at the sole cost of the COUNTY, so as to restore the Hardware to system specifications, whether such cure is performed by CONTRACTOR, the COUNTY, or a third party.

ARTICLE 29. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the CONTRACTOR hereby assigns to the COUNTY, and the COUNTY shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the CONTRACTOR's agreements with subcontractors and suppliers, the CONTRACTOR shall require that such parties (i) consent to the assignment of such warranties and representations to the COUNTY; (ii) agree that such warranties and representations may be enforceable by the COUNTY in its own name; and (iii) furnish to the COUNTY, the warranties and obligations as set forth in ARTICLE 25 "Software Warranties", and ARTICLE 26 "Software Warranty Period".

ARTICLE 30. TESTS

- (a) The CustomCAMA system provided to the COUNTY will be subject to Acceptance Testing as further defined in the Scope of Work. In order to assure System performance, the COUNTY will require all Deliverables and requirements set forth in the Scope of Work and Project Plan are timely met at no additional cost to the COUNTY.
- (b) For Hardware consisting of multiple articles of the same item (except only for items shipped directly from the manufacturer), unless waived by the Project Manager, prior to shipment, CONTRACTOR shall fully inspect and test the first article of each item of Hardware, prior to shipment and when the item has first been ordered by the COUNTY, and provide evidence to the COUNTY in the form of an inspection and/or test report demonstrating that the item performs in accordance with the Original Hardware Manufacturer's specifications and the requirements set forth in the Scope of Work. CONTRACTOR shall not ship any items of Hardware unless it has received the COUNTY's written approval.

ARTICLE 31. SUBSTITUTION OF PERSONNEL

In the event CONTRACTOR wishes to substitute personnel for the key personnel identified by the CONTRACTOR in its Proposal, the CONTRACTOR must notify the COUNTY's Project Manager in writing and request written approval for the substitution. Such approval will not be unreasonably withheld.

ARTICLE 32. INSURANCE AND INDEMNIFICATION

(a) The CONTRACTOR shall indemnify and save the COUNTY harmless from any and all claims, liability, losses, and causes of action which may arise out of CONTRACTOR's fulfillment of the Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatever to the extent they result from CONTRACTOR's negligence or that of Contractor's Personnel, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

(b) The CONTRACTOR shall furnish to Bid Section, Miami-Dade COUNTY, c/o Procurement Management Division, 111 Northwest First Street, Suite 2350, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- i. Worker's Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statute 440.
- ii. Public 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.
- iii. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- iv. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONTRACTOR.
- v. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida having herein identified as possessing 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, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to

Do Business in Florida”, issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

- vi. Certificates of Insurance will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. Furthermore, Miami-Dade County must be shown as an additional insured with respect to these policies.
- vii. NOTE: MIAMI-DADE COUNTY REQUEST FOR PROPOSAL NUMBER AND TITLE OF REQUEST FOR PROPOSAL MUST APPEAR ON EACH CERTIFICATE.
- viii. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this Section or under any other section in this Agreement.
- ix. Award is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the COUNTY. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after Board of County Commission approval, the CONTRACTOR shall be in default of the contractual terms and conditions and award of the contract will be rescinded, unless such time frame for submission has been extended by the COUNTY.
- x. The CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period; including any and all options years that may be granted by the COUNTY. If insurance certificates are scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the COUNTY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the COUNTY shall suspend the Contract until such time as the new or renewed certificates are received by the COUNTY in the manner prescribed in the Request for Proposal; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the COUNTY may, at its sole discretion, terminate this Contract.
- xi. Precautions shall be exercised at all times for the protection of persons and property. All contractors and subcontractors shall conform to all OSHA, State, and COUNTY regulations while performing under the terms and

conditions of this Contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne by the CONTRACTOR.

ARTICLE 33. PROPRIETARY RIGHTS

- (a) The CONTRACTOR hereby acknowledges and agrees that the COUNTY retains all rights, title and interests in and to all data, documentation and copies thereof furnished by the COUNTY hereunder to facilitate the Work the CONTRACTOR performs in connection with the Scope of Work, including all copyright and other proprietary rights therein, which documents the CONTRACTOR as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Work. The CONTRACTOR shall not, without the prior written consent of the COUNTY, use documentation regarding the COUNTY on any other project in which the CONTRACTOR or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the CONTRACTOR of COUNTY furnished documentation to meet official regulatory requirements or for other purposes in connection with the performance of Work shall not be construed as publication in derogation of the COUNTY's copyrights or other proprietary rights.
- (b) The CONTRACTOR hereby acknowledges and agrees that the COUNTY retains all right, title, and interest in and to any software developed exclusively by the COUNTY through the services of its employees, agents, contractors, or subcontractors, other than CONTRACTOR, and which software interfaces with or exchanges data with the Licensed Software. To the extent the Licensed Software has been changed to permit, enable, or facilitate such interface or data exchange and such changes have become part of the Licensed Software, however, CONTRACTOR shall continue to own all right, title, and interest to such changes.
- (c) Upon payment of the amounts set forth in the Pricing and Payment Schedule, the COUNTY shall acquire all right, title, interest, and ownership in and to the Hardware provided by CONTRACTOR as part of the Work.
- (d) Subject only to the Software License rights granted the COUNTY pursuant to ARTICLE 17(b), ARTICLE 19, and ARTICLE 20 of this Agreement, the COUNTY acknowledges and agrees that all information including, but not limited to technical and/or business information, specifications, drawings, records, and computer programs, modifications, and documentation, originated or prepared by CONTRACTOR pursuant to this Contract shall be considered the exclusive property of CONTRACTOR, including title to copyright in all copyrightable material and such shall be held in confidence by the COUNTY, subject only to Ch. 119, Fla.Stat. The COUNTY shall take all reasonable steps to maintain such copyrightable material as being exempt from disclosure pursuant to Sec.

119.07(3)(o), Fla.Stat. In the event the COUNTY should receive a request pursuant to Ch. 119, Fla.Stat., for inspection, examination or duplication any such information received from CONTRACTOR, then the COUNTY shall immediately give notice in writing to CONTRACTOR and CONTRACTOR, at its election, shall have the right to have its legal counsel appear on behalf of the COUNTY to assist in resisting such disclosure.

- (e) All rights, title and interest in and to any Software inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the CONTRACTOR for the COUNTY pursuant to this Contract, hereinafter referred to as "Developed Works" are and shall remain the property of the CONTRACTOR, but the COUNTY is granted a perpetual, irrevocable, non-exclusive, non-transferable license to use the Developed Works as more fully set forth in Section (g) below.
- (f) All patent, copyright, trade secret and other proprietary rights to such Developed Works are and shall remain the property of the CONTRACTOR. Accordingly, neither the COUNTY nor its employees, agents, or other vendors shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the COUNTY, or any employee, agent, or vendor thereof, without the prior written consent of the CONTRACTOR, except as required for use by the COUNTY in operation of its Property Appraiser's Office pursuant to the COUNTY's Software License.
- (g) Notwithstanding that, as provided in Sections (d), (e), and (f) above, the CONTRACTOR and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, the CONTRACTOR hereby grants, and shall require that its subcontractors and suppliers grant, to the COUNTY a perpetual, irrevocable, non-exclusive, and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation as necessary for the operations of the COUNTY's Property Appraiser's Office or agencies or organizations which may hereafter be formed by or become affiliated with the COUNTY to perform the functions of the Property Appraiser's Office. Such license specifically includes, but is not limited to, the right of the COUNTY to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, pursuant to Article 22 and Article 23, to any person or entity outside the COUNTY, but only as may be necessary for such person's or entity's use in furnishing any of the Hardware provided hereunder, furnishing software interfaces, or maintaining or upgrading the Licensed Software exclusively for the COUNTY or entities controlling, controlled by, under common control with, or affiliated with the COUNTY, or organizations which may hereafter be formed by or become affiliated with the COUNTY to perform the functions of the Property Appraiser's Office. In no event, shall the COUNTY make disclosure to any such

person or entity other than as necessary to facilitate the operation of the Property Appraiser's Office.

ARTICLE 34. CONFIDENTIALITY

- (a) "Confidential Information" shall mean any information of a party which is not generally known outside of that party as a result of the intentional dissemination of such information by that party to others, which is propriety, or which constitutes a trade secret under the Uniform Trade Secrets Act (Ch. 688, Fla.Stat.). Confidential information shall also include any information expressly designated by CONTRACTOR or the COUNTY to the other as being confidential. Confidential information includes information stored, kept, or assembled in any form or fashion, whether on paper, electronic media, or within the minds of employees or agents of a party. Confidential information does not include information previously known to the party receiving such information, information rightfully acquired from third parties, information previously developed independently by the party receiving the information, or information subsequently publicly disclosed other than by the party receiving the information.
- (b) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained by CONTRACTOR from the COUNTY in connection with the Work performed under this Agreement in which the COUNTY holds the proprietary rights and which the COUNTY may designate as Confidential Information may not, without the prior written consent of the COUNTY, be used by the CONTRACTOR or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the COUNTY, unless required by law. In addition to the foregoing, all non-public information concerning property owners and other COUNTY financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the CONTRACTOR nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the COUNTY. Additionally, the CONTRACTOR expressly agrees to be bound by and to defend, indemnify and hold harmless the COUNTY, and its officers and employees from CONTRACTOR's breach of any federal, state, or local law in regard to the privacy of individuals.
- (c) CONTRACTOR does not desire to know any information concerning the COUNTY's existing computer software, which information may be considered confidential by some third party. All Confidential Information received by CONTRACTOR from the COUNTY will be held in trust and confidence from the date of disclosure by the COUNTY and discussion of such Confidential Information shall be limited to the immediate members of CONTRACTOR's

team who may be performing the Work or providing Maintenance Services to the COUNTY.

- (d) The COUNTY shall take reasonable measures to protect all Confidential Information received from CONTRACTOR from being disclosed, including, but not limited to, storing such information in secure areas, preventing information from being removed from the COUNTY's premises and preventing electronic transfer of information to third parties. All Confidential Information received by the COUNTY from CONTRACTOR will be held in trust and confidence from the date of disclosure by CONTRACTOR and discussion of such Confidential Information shall be limited to the immediate members of the COUNTY's project team. Furthermore, the COUNTY agrees to require members of its staff to sign non-disclosure Agreements, provided by CONTRACTOR, as a condition of access to source code developed by CONTRACTOR and provided by CONTRACTOR to the COUNTY pursuant to this Contract. This condition shall extend beyond the term of this Contract.
- (e) The COUNTY shall take all reasonable steps to maintain Confidential Information received from CONTRACTOR as being exempt from disclosure pursuant to Section 119.07(3)(o), Florida Statutes. In the event the COUNTY should receive a request pursuant to Ch. 119, Florida Statutes, for inspection, examination or duplication of any records constituting Confidential Information received from CONTRACTOR, then the COUNTY shall immediately give notice in writing to CONTRACTOR and CONTRACTOR, at its election, shall have the right to have its legal counsel appear on behalf of the COUNTY to assist in resisting such disclosure.
- (f) The CONTRACTOR shall advise each of its Contractor Personnel, 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 CONTRACTOR learns of any unauthorized use or disclosure of the Confidential Information by any Contractor Personnel, 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.
- (g) It is understood and agreed that in the event of a breach of ARTICLE 34 "Confidentiality," or ARTICLE 35 "Contractor Assistance" damages may not be an adequate remedy and the parties 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 Work to be performed hereunder, the CONTRACTOR shall immediately turn over to the COUNTY all Confidential Information obtained from the COUNTY existing in tangible form, and no copies thereof shall be retained by the CONTRACTOR or its employees, agents, subcontractors or suppliers without the prior written consent of the COUNTY. A

certificate evidencing compliance with this provision and signed by an officer of the CONTRACTOR shall accompany such materials.

ARTICLE 35. CONTRACTOR ASSISTANCE

- (a) Upon request of the COUNTY, the CONTRACTOR shall promptly execute or shall cause the CONTRACTOR's employees, agents, subcontractors, or suppliers to execute any appropriate transfer of rights in accordance with ARTICLE 33 "Proprietary Rights," in a form specified by the COUNTY. The COUNTY may, in its opinion, regard this offer as an assignment by the CONTRACTOR of its proprietary rights in and to all of the Hardware in which the COUNTY retains, or shall obtain, ownership rights, as provided in ARTICLE 33 "Proprietary Rights."
- (b) In addition, the CONTRACTOR agrees to give the COUNTY and any person designated by the COUNTY, all assistance required to perfect the rights granted the COUNTY in ARTICLE 33 "Proprietary Rights," including but not limited to, execution and delivery of all documents required by the COUNTY to document and protect the COUNTY's rights in the Hardware and Licensed Software.

ARTICLE 36. PATENT AND COPYRIGHT INDEMNIFICATION

- (a) The CONTRACTOR warrants that all System(s) 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 patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- (b) 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, arising from CONTRACTOR's 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 System(s). 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 such claim, demand, cause of action, debt, or liability.
- (c) In the event any System(s) or anything provided to the COUNTY by CONTRACTOR hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation, at the COUNTY's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing System(s) at its own expense, without impairing in any respect the functionality or performance of the

System(s), or (ii) procure for the COUNTY, at the CONTRACTOR's expense, the rights to use the System(s) as provided for under this Agreement.

- (d) 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 CONTRACTOR 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 Software or Hardware components which the COUNTY 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.
- (e) The CONTRACTOR shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 37. EXTENSION OF TIME

- (a) If the CONTRACTOR is delayed at any time hereunder due to the COUNTY's failure to timely perform, satisfy or provide any prerequisite specified in the Scope of Work or due to any of the following, then the schedule set forth in the Project Plan or the required performance of Work shall be extended by the COUNTY in the reasonable exercise of its discretion for such reasonable time as the COUNTY may determine, subject to the following conditions:
 - i. The cause of the delay is beyond the CONTRACTOR's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the CONTRACTOR by reasonable investigation; and
 - ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
 - iii. The effect of such cause cannot otherwise be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay, without additional expense on the part of CONTRACTOR; and
 - iv. The CONTRACTOR has provided a written request and other information to the COUNTY, as described in Section (d) below, within ten (10) days after the time the CONTRACTOR knows or reasonably should have known of any cause which might result in a delay for which the CONTRACTOR may request an extension of time. The CONTRACTOR shall specifically state in such notice that an extension is or may be

requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the CONTRACTOR shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this Section (a) must be met in order to be deemed an Excusable Delay.

- (b) All references in this ARTICLE 37 to the CONTRACTOR shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the CONTRACTOR.
- (c) The period of any extension of time shall be only that which is necessary to make up the time actually lost. The COUNTY reserves the right to rescind or shorten any extension previously granted if the COUNTY subsequently determines that any information provided by the CONTRACTOR in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- (d) The COUNTY may require the CONTRACTOR to furnish such additional information or documentation as the COUNTY shall reasonably deem necessary or helpful in considering an extension request. The CONTRACTOR understands an extension of time will not be granted unless the CONTRACTOR affirmatively demonstrates to the COUNTY's reasonable satisfaction that the circumstances shown justify such extension.
- (e) Within thirty (30) days of its receipt of all information and documentation as may be required by the COUNTY, the COUNTY shall advise the CONTRACTOR of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the COUNTY to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the CONTRACTOR that it will require additional time and the approximate date upon which it expects to render such decision. The Project Plan and Pricing and Payment Schedule shall be amended and updated in accordance with the COUNTY's decision.
- (f) Since the granting of an extension of time may materially alter the scheduling plans and other actions of the COUNTY and since, with sufficient notice, the COUNTY might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in Section (a)iv above shall be a condition precedent to the CONTRACTOR's rights hereunder.
- (g) Should any person seek a restraining order, preliminary injunction or an injunction, of which the CONTRACTOR becomes aware, which may delay the

Services, the CONTRACTOR shall promptly give the COUNTY a copy of all legal papers received or prepared or received by the CONTRACTOR in connection with such action or proceeding.

- (h) Neither permitting the CONTRACTOR to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to ARTICLE 38 "Extension of Time Not Cumulative") nor the making of any payments to the CONTRACTOR shall compromise the COUNTY's contractual right to assess liquidated damages or to declare the CONTRACTOR in default.

ARTICLE 38. EXTENSION OF TIME NOT CUMULATIVE

In the event the CONTRACTOR shall be delayed concurrently by two or more of the causes identified in ARTICLE 37 "EXTENSION OF TIME" above, the CONTRACTOR shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the CONTRACTOR shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the CONTRACTOR shall proceed continuously and diligently with the performance of the unaffected portions of the Work in accordance with the Project Plan.

ARTICLE 39. NO DAMAGES FOR DELAY

The CONTRACTOR hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the COUNTY, or any of its representatives or other contractors, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Work in accordance with the Project Plan, as provided for in ARTICLE 37 "EXTENSION OF TIME," ARTICLE 38 "EXTENSION OF TIME NOT CUMULATIVE," and ARTICLE 39 "NO DAMAGES FOR DELAY." Delays occasioned by any acts or omissions to act of the COUNTY, or any of its representatives or other contractors which delay the accomplishment or completion of payment milestone under the Pricing and Payment Schedule shall not delay or relieve the COUNTY of its obligation to make payment to the CONTRACTOR in accordance with the dates otherwise specified in the Pricing and Payment Schedule. In the event of delay occasioned by the COUNTY's failure to perform, satisfy, or provide any prerequisites specified in the Scope of Work that results in CONTRACTOR's personnel remaining idle on-site or incurring travel expense solely because of such delay, then the COUNTY shall pay to CONTRACTOR its costs for such travel expense and all wages, salary, and reasonable living expenses actually incurred by CONTRACTOR's personnel on-site while idle.

ARTICLE 40. PAYMENT FOR SERVICES

- (a) The CONTRACTOR agrees to be compensated for the performance of the Work in accordance with the provisions of this Agreement as set forth in the Pricing and Payment Schedule. CONTRACTOR shall accept as full compensation for all Software and attendant services provided hereunder those charges set forth in the Pricing and Payment Schedule and those amounts agreed upon for Maintenance Services in accordance with Appendix "C." The COUNTY shall not pay the CONTRACTOR any amount for the Work additional to those set forth in the Pricing and Payment Schedule or determined for Maintenance Services in accordance with the Maintenance Pricing and Payment Terms unless such additional amounts are approved expressly in writing by the COUNTY. The acceptance by CONTRACTOR of final payment hereunder, whether or not such payment is made pursuant to any judgment or order of any court or otherwise, shall be and shall operate as a release to the COUNTY from all claims by and liability to CONTRACTOR for anything theretofore done or furnished for or related to the different categories of the Work, or for any prior act, neglect, fault or default of the COUNTY, or of any person relating to or affecting the Work, except only such claims against the COUNTY as are specifically reserved in writing prior to accepting the final payment hereunder.
- (b) Payments will be considered overdue if not received by the applicable due date. A service charge at the rate of one percent (1%) per month shall be added to all overdue amounts and paid by the COUNTY. CONTRACTOR, at its option, may suspend further service until such time as any overdue payments are received by CONTRACTOR. CONTRACTOR will notify the Project Manager, in writing, delivered in person, by fax, by electronic mail, or by certified mail, of its intention to suspend service unless payment is received from the COUNTY within thirty (30) days thereafter. Failure by the COUNTY to pay within such thirty (30) day period shall result in the suspension of further service by CONTRACTOR and CONTRACTOR may, with demand and notice to COUNTY, declare the total amount immediately due and payable. At such time as service is properly suspended, CONTRACTOR shall be relieved of all on-going obligations to the COUNTY under this Contract until all overdue payments have been received. If, immediately upon receipt of all overdue payments CONTRACTOR shall resume providing full services to the COUNTY under this Contract, then CONTRACTOR shall not be liable to the COUNTY for any damages that may result to the COUNTY or others as a result of such suspension of service.

ARTICLE 41. AMOUNT OBLIGATED

The CONTRACTOR warrants that it has reviewed the COUNTY's requirements and has asked such questions and conducted such other inquiries as the CONTRACTOR deemed necessary in order to determine the price for the Work. The total amount obligated under this Agreement is \$11,141,366.00 as stipulated in the Pricing and Payment Schedule,

Appendix "B". The COUNTY shall have no obligation to pay the CONTRACTOR any sum in excess of this amount. The only exception is for a change executed in writing by the COUNTY pursuant to ARTICLE 47 "CHANGES AND EXTRA WORK."

ARTICLE 42. PRICING

- (a) The CONTRACTOR agrees that pricing for any Software and Hardware shall be as stipulated in the Pricing and Payment Schedule, Appendix "B" hereto.
- (b) With respect to prices for Maintenance Services, the prices shall be those determined as set forth the Maintenance Pricing and Payment Terms, which is Appendix "C" hereto.
- (c) With respect to prices for Hardware, the prices shall be those set forth in the CONTRACTOR's specific price quotes provided to COUNTY in accordance with the Pricing and Payment Schedule, which prices shall not exceed the estimated prices for Hardware set forth in CONTRACTOR's Proposal.
- (d) CONTRACTOR represents that all prices, warrants, benefits and other terms being provided hereunder are fair, reasonable, and commensurate with the terms otherwise being offered by the CONTRACTOR to its current customers, ordering comparable types and volumes of Hardware, Software, and services.

ARTICLE 43. METHOD AND TIMES OF PAYMENT

The CONTRACTOR agrees that under the provisions of this Agreement the COUNTY shall remit payments as set forth in the Pricing and Payment Schedule, which is Appendix "B", pursuant to CONTRACTOR's invoices.

All invoices shall be submitted only upon CONTRACTOR's completion of the respective tasks and milestones set forth in the Project Plan, the Scope of Work or the delivery of Hardware and shall be supported by copies of vendor invoices, receipt bills, or other documents reasonably required by the COUNTY and shall show the COUNTY's contract number. All payments shall be governed by the provision of the Florida Prompt Payment Act and Section 2-8.1.4 of the Dade COUNTY Code. Payment will be made within thirty (30) days after receipt by the COUNTY of properly prepared and documented invoices submitted in accordance with the Florida Prompt Payment Act and Section 2-8.1.4 of the Dade COUNTY Code.

Invoices, and associated back-up documentation, will be sent in duplicate to the following addresses:

The original to:
Property Appraisal Department
111 NW 1st Street, 7th Floor

Miami, Fl 33128
Attn: Lazaro Solis

The duplicate to:
Property Appraisal Department
111 NW 1st Street, 8th floor
Miami, Fl 33128
Attn: Director, Property Appraisal Administration

ARTICLE 44. RATE PRICE ADJUSTMENTS

Annual charges for Basic Maintenance Services may be adjusted as provided for in the Maintenance Pricing and Payment Terms, Appendix "C." Hourly rates for Enhanced Development under Deliverable R of the Scope of Work, Appendix "A" may be adjusted no less often than annually. No other rate adjustments shall be applicable.

ARTICLE 45. NO ESTOPPEL OR WAIVER

No acceptance, order, measurement, payment, or certificate of or by the COUNTY or its employees or agents, except for the Project Manager, shall either estop the COUNTY from asserting any right or operate as a waiver of any provision hereof or of any power or right herein reserved to the COUNTY or of any rights to damages herein provided.

ARTICLE 46. TAXES

The CONTRACTOR shall be responsible for franchise fees and taxes levied against the CONTRACTOR. The COUNTY is exempt from sales tax on all personal property it purchases or uses. The CONTRACTOR shall not include any charges representing such taxes on any invoices hereunder when provided with the proper exemption tax certificates at the time the order is placed.

ARTICLE 47. CHANGES AND EXTRA WORK

- (a) The COUNTY reserves the right to order changes which may result in additions to, reductions to, or deletions from the amount, type, or value of the Work required by this Agreement. Any such work shall be known as "Extra Work." It is understood and agreed by the CONTRACTOR that the amount to be paid or deducted from payment by the COUNTY for Extra Work shall be computed on the basis of the applicable rates set forth in the Pricing and Payment Schedule for equivalent items as determined by the Project Manager. Extra Work so ordered must be performed by the CONTRACTOR.

(b) No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the CONTRACTOR deems to be Extra Work, the CONTRACTOR shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he deems such work (hereinafter "Disputed Work") is deemed to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the COUNTY to take such action as it may deem advisable in light of such Disputed Work.

(c) No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The COUNTY may only be bound hereunder by a properly authorized officer of the COUNTY. The COUNTY hereby represents and warrants that the following are its authorized officers for purposes of this Contract:

Theodore Lucas, Director, Department of Procurement Management

Joel W. Robbins, Property Appraiser

Lazaro Solis, Chief Information Service, Property Appraisal Department

(d) In the event that the COUNTY shall order Extra Work for which there are no applicable rates set forth in the Pricing and Payment Schedule or Maintenance Phase Agreement for equivalent items as determined by the Project Manager, it is understood and agreed by the CONTRACTOR that the COUNTY and the CONTRACTOR shall negotiate a mutually agreeable price to be paid by the COUNTY for the CONTRACTOR's performance of such Extra Work.

ARTICLE 48. TERM OF MAINTENANCE PHASE

Upon commencement of the Maintenance Phase, CONTRACTOR shall provide Maintenance Services to the COUNTY for the CustomCAMA system for the balance of the initial five (5) year term of this Agreement. The COUNTY may request that the CONTRACTOR provide Maintenance Services beyond the initial five (5) year term of this Agreement, in which event the term for provision of Maintenance Services may be extended for up to five (5) additional years, either in one or more one (1) year terms or in

a single five (5) year term. Any such extensions shall be effected by the COUNTY providing written notice to CONTRACTOR, at least one hundred twenty (120) days prior to the applicable anniversary date.

ARTICLE 49. COMPLETION OF UNFINISHED DELIVERABLES DURING MAINTENANCE PHASE

- (a) In the event, one or more Deployment Phase Deliverables have not been completed on the Production Date, CONTRACTOR shall raise with the COUNTY's Contract Manager whether CONTRACTOR will be allowed additional time to complete those Deliverables during the Maintenance Phase ("Unfinished Deliverables").
- (b) If the COUNTY consents to CONTRACTOR's completion of any Unfinished Deliverables during the Maintenance Phase, then a new completion date shall be mutually agreed upon for the completion of each Unfinished Deliverable. CONTRACTOR and the COUNTY shall execute a written memorandum specifically setting forth all those duties, tasks, and obligations of CONTRACTOR that have not been completed and that therefore constitute Unfinished Deliverables to be provided during the Maintenance Phase. Whatever personnel time may be necessary for CONTRACTOR to complete the Unfinished Deliverables shall not be counted against or otherwise reduce the number of man-hours CONTRACTOR is obligated to provide to the COUNTY as part of Maintenance Services.

ARTICLE 50. EQUIPMENT FURNISHED BY THE COUNTY TO CONTRACTOR

During the Maintenance Phase, CONTRACTOR shall maintain an IBM RS/6000 computer at CONTRACTOR's office to be available for use in further software development and for Disaster Recovery purposes, if the COUNTY elects to receive that Optional Service. Additionally, the COUNTY shall keep at least one of each of the following items of equipment at CONTRACTOR's office for use in testing and development: bar code scanner, signature capture device, and similar non-standard third party hardware or software that may be utilized by the COUNTY. The COUNTY shall provide CONTRACTOR with such other equipment and software licenses as may be required from time to time on an as-needed basis in order for CONTRACTOR to provide Maintenance Service and to provide Disaster Recovery and Internet Connectivity, if the COUNTY elects to receive those Optional Services. Specifically, the COUNTY shall provide additional personal computers and servers for use by CONTRACTOR at CONTRACTOR's office that may be required to support special Internet processing, such as a map-object's server or other development or operational tasks. All equipment owned by the COUNTY shall be returned by CONTRACTOR to the COUNTY upon the termination of this Contract, except that CONTRACTOR may return any of the

COUNTY's equipment earlier if it is no longer in use or is not required to recover from system failures.

ARTICLE 51. SUPPORT PROVIDED BY THE COUNTY DURING MAINTENANCE PHASE

During the Maintenance Phase, The COUNTY's Chief of Information Services for the Property Appraiser's Office has responsibility for assuring an adequate level of staff support by COUNTY personnel required to operate the CustomCAMA system. Should questions or concerns arise on the part of CONTRACTOR with respect to the willingness, ability, or readiness of the COUNTY's staff to handle any part of the day to day operation of the COUNTY's CustomCAMA system, then CONTRACTOR shall consult with the Contract Manager or the COUNTY's Chief of Information Services for the Property Appraiser's Office. He, or his designated successor, shall have the final authority to resolve any questions or disputes involving the operation of the COUNTY's CustomCAMA system, to make final decisions on behalf of the COUNTY with respect to the scope and nature of Maintenance Services and of Disaster Recovery and Internet Connectivity, if the COUNTY elects to receive those Optional Services, as provided by CONTRACTOR.

ARTICLE 52. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title or interest in or to the same or any part thereof without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 53. SUBCONTRACTUAL RELATIONS

- (a) If the CONTRACTOR will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the CONTRACTOR; and the CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the CONTRACTOR. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the CONTRACTOR.
- (b) The CONTRACTOR, before making any subcontract for any portion of the Work, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the COUNTY may require. The COUNTY will have the right to require the CONTRACTOR

not to award any subcontract to a person, firm or corporation disapproved by the COUNTY.

- (c) Before entering into any subcontract hereunder, the CONTRACTOR will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- (d) In order to qualify as a Subcontractor satisfactory to the COUNTY, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the COUNTY that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the COUNTY that it has satisfactorily performed the Work of the same general type which is required to be performed under this Agreement.
- (e) The COUNTY shall have the right to withdraw its consent to a subcontract if it appears to the COUNTY that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the COUNTY's proprietary and confidential information. CONTRACTOR shall furnish to the COUNTY copies of all subcontracts between CONTRACTOR and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the COUNTY permitting the COUNTY to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the COUNTY finds CONTRACTOR in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any subcontractor hereunder as more fully described herein.

ARTICLE 54. LIQUIDATED DAMAGES

- (a) The CONTRACTOR acknowledges that time is of the essence in the performance of the Work and that damages in the event of the delays and disruptions set forth below will be difficult to ascertain. The CONTRACTOR agrees that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:
 - i. In the event the CONTRACTOR fails, through no fault of the COUNTY, to timely complete any Deliverable of the Work, by the time frame set forth in the Scope of Work and the Project Plan, CONTRACTOR shall be assessed liquidated damages in an amount equal to One Hundred and

no/100 (\$100.00) per day for each day until CONTRACTOR's completion of the late Deliverable.

- ii. In the event CONTRACTOR fails to furnish acceptable Hardware within the time frames set forth in the Project Plan or the Scope of Work, CONTRACTOR shall be assessed liquidated damages in an amount equal to One Hundred and no/100 (\$100.00) for each day until the COUNTY accepts the Hardware.
 - iii. In the event testing of any Hardware, training of the test group, or data conversion and testing is not completed by the timeframe set forth in the Scope of Work and the Project Plan, CONTRACTOR shall be assessed liquidated damages in an amount equal to One Hundred and no/100 (\$100.00) per day for each day until testing of such Hardware, training of the test group, data conversion and testing is successfully completed.
- (b) If, at any one time liquidated damages are imposed with respect to more than one (1) Deliverable or more than one of the foregoing Sections of this ARTICLE 54, in no event shall CONTRACTOR required to pay more than a total of Five Hundred and no/100 Dollars (\$500.00) in liquidated damages with respect to any one day

**ARTICLE 55. TERMINATION FOR CONVENIENCE BY THE COUNTY /
SUSPENSION OF WORK**

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

- (a) The CONTRACTOR shall, upon receipt of such notice, unless otherwise directed by the COUNTY:
 - i. stop work on the date specified in the notice ("the Effective Date");
 - ii. take such action as may be necessary for the protection and preservation of the COUNTY's materials and property;
 - iii. cancel orders;
 - iv. assign to the COUNTY and deliver to any location designated by the COUNTY any noncancelable orders for Hardware that is not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Work;
 - v. take no action which will increase the amounts payable by the COUNTY under this Agreement.

- (b) In the event that the COUNTY exercises its right to terminate this Agreement pursuant to this ARTICLE 55 the COUNTY will pay:
- i. the portion of the Work completed in accordance with the Payment Schedule up to the Effective Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and have been specifically developed for the sole purpose of this Agreement but not incorporated in the Work.
- (c) To the extent practical, the fair and reasonable value shall be based upon the total agreement price and the amounts set forth in the Pricing and Payment Schedule. In no event shall any payments under this Article exceed the agreement price of such Deliverables.
- (d) The amount due hereunder shall be offset by all payments made to the CONTRACTOR.
- (e) All payments pursuant to this Agreement shall be accepted by the CONTRACTOR in full satisfaction of all claims against the COUNTY arising out of the termination including, without limitation, lost profits, overhead, or other consequential damages.
- (f) All payments pursuant to this ARTICLE 55 are subject to audit.

ARTICLE 56. EVENT OF DEFAULT

- (a) An Event of Default shall mean a breach of this Agreement by the CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the CONTRACTOR has not delivered to the COUNTY Deliverables on a timely basis in accordance with the Scope of Work and Project Plan through no fault or delay on the part of the COUNTY, including timely performance by the COUNTY of any of its requirements and the prerequisites set forth in the Scope of Work.
 - ii. the System(s) prove incapable of meeting the functional and/or performance criteria set forth in the Scope of Work and RFP No. 225;
 - iii. the CONTRACTOR has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Contractor Personnel to prosecute the Work;

- iv. the CONTRACTOR has failed to make prompt payment to subcontractors or suppliers for any Work;
- v. the CONTRACTOR has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds of this Agreement received for the benefit of the CONTRACTOR's creditors, or the CONTRACTOR has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's affairs have been put in the hands of a receiver;
- vi. the CONTRACTOR has failed to obtain the approval of the COUNTY where required by this Agreement;
- vii. the CONTRACTOR has failed to provide "adequate assurances" as required under Section (b) below;
- viii. the CONTRACTOR's certified financial statements and Federal Tax Returns submitted to the COUNTY do not fairly represent the CONTRACTOR's true financial position; or,
- ix. the CONTRACTOR has failed in the representation of any warranties stated herein.

(b) When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the CONTRACTOR's ability to perform the Work or any portion thereof, the COUNTY may request that the CONTRACTOR, within the time frame set forth in the COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the CONTRACTOR's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances the COUNTY may suspend all payments to the CONTRACTOR for portions of the Work which the CONTRACTOR has not performed. In the event that the CONTRACTOR fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:

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

(c) In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable Hardware, Licensed Software, Documentation, and data.

**ARTICLE 57. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /
TERMINATION**

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

ARTICLE 58. REMEDIES IN THE EVENT OF DEFAULT

- (a) Upon CONTRACTOR's default, the COUNTY shall have the right to complete the Work with its own forces and/or with other contractors. The COUNTY, as part of its right to complete the Work, may take possession of and use any or all of the materials, supplies and property of every kind, provided, purchased, maintained, leased, owned, or rented by the CONTRACTOR including but not limited to all technical specifications, drawings, source code, object code, equipment, and/or procure other materials, plant, tools, equipment, supplies and property for the completion of the Work. Upon a judicial determination of default, the COUNTY may make available such materials to third parties.
- (b) If an Event of Default occurs, the CONTRACTOR shall be liable for all damages resulting from the default, including but not limited to:
 - i. the difference between the reasonable cost associated with procuring a comparable System(s) plus the amount actually expended by the COUNTY, including procurement and administrative cost; and
 - ii. such other legally recoverable damages.

The CONTRACTOR shall also remain liable for any liabilities and claims related to the CONTRACTOR's default. All damages may be deducted and paid out of such monies due.
- (c) As an alternative to termination, the COUNTY may bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 59. THE PARTIES MAY AVAIL THEMSELVES OF ALL REMEDIES

The COUNTY and CONTRACTOR may avail themselves of each and every remedy herein specifically given to them now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the COUNTY, or CONTRACTOR as applicable, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The parties' rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to them in law or in equity.

ARTICLE 60. NO DEFAULT

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

ARTICLE 61. AGREEMENT LIMITING TIME IN WHICH TO BRING AN ACTION AGAINST THE COUNTY

In the event that the CONTRACTOR may be deemed to have a cause of action against the COUNTY, no action shall lie or be maintained by the CONTRACTOR against the COUNTY upon any claim arising out of or based upon this Contract or by reason of any act or omission or requirement of the COUNTY or its agents, unless such action shall be commenced within six (6) months after the date of issuance of the Final Payment, (or if final payment has not been issued, within six months of substantial completion of the Work) or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement, or if this Agreement is terminated or declared abandoned under the provisions of this Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the COUNTY.

ARTICLE 62. DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Services hereunder, except as expressly provided herein, the CONTRACTOR shall

diligently render to the COUNTY, after additional compensation is mutually agreed upon, any and all assistance which the COUNTY may require of the CONTRACTOR.

ARTICLE 63. CHOICE OF LAW, VENUE, ATTORNEYS' FEES

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The parties agree that venue for any and all claims arising from this Agreement shall be heard either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. In any action, proceeding, or arbitration arising out of this Agreement or to enforce or construe any of its provisions, the prevailing party shall be entitled to recover all of its costs and reasonable attorneys' fees incurred in connection therewith.

ARTICLE 64. 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 65. SEVERABILITY

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

ARTICLE 66. NO THIRD PARTY LIABILITY

Nothing provided herein shall create any rights in any third party as provided in the Agreement or any obligation on the part of the COUNTY to any third party.

ARTICLE 67. AUDITS

- (a) The CONTRACTOR agrees that the COUNTY or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine any of the CONTRACTOR's books, documents, papers, and records and of its subcontractors and suppliers. Such records shall subsequently conform to those requirements, defined in Subpart 4.7 of the Federal Acquisition Regulations ("FAR"), and shall only address those transactions related to this Agreement.
- (b) The CONTRACTOR agrees to maintain an accounting system that provides for the following:
- i. accounting records that are supported with adequate documentation; and
 - ii. adequate procedures for determining the allowability and allocability of costs according to the FAR; and
 - iii. effective control over, and accountability for, contract funds and tangible personal property acquired for use on a contract; and
 - iv. records that accurately, currently, and completely identify costs for each significant cost objective; and
 - v. records that distinguish between direct and indirect costs in a logical and consistent manner; and
 - vi. timekeeping records kept in sufficient detail to allow employees' time to be associated with the various contracts they work on; and
 - vii. records that enable comparisons between actual costs incurred and budgeted costs (both during performance of the contract and after its completion).

ARTICLE 68. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes by Contractor Personnel), or war. Notwithstanding the foregoing, the failures of any of the CONTRACTOR's suppliers, subcontractors, or the like shall not excuse the CONTRACTOR's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the Public enemy, fires, explosion, riots,

strikes (not including strikes of personnel of the CONTRACTOR's suppliers or subcontractors), or war.

ARTICLE 69. NON-DISCLOSURE

Except upon prior written approval of the COUNTY and except as required by law, the CONTRACTOR or its subcontractors shall not furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the COUNTY in connection with the Services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by the CONTRACTOR or its Subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such Services performed, if such information or data is not otherwise in the public domain.

ARTICLE 70. BUSINESS APPLICATION AND FORMS

Business Application/Administrative Fee. The CONTRACTOR shall be a registered vendor with the Miami-Dade County - Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the CONTRACTOR to file the appropriate Vendor Application, to update the Application file for any changes, and to remit the annual administrative fee, for the duration of this Agreement, including any option years. The administrative fee helps defray the increasing costs of printing, advertising and processing bids, application, related documents and mailings.

Section 2-11.1(d) of Miami-Dade County Code provides that a county employee may not enter into any contract or transact 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 any such contract, agreement or business engagement entered in violation of this subsection shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

ARTICLE 71. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS.

- (a) CONTRACTOR agrees to comply, subject to applicable professional standards, with the provisions of any and all Federal, State and Miami-Dade County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:
 - i. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
 - ii. Minority Business Enterprise (MBE), as applicable to this Contract

- iii. Environmental Protection Agency (EPA), as applicable to this Contract.
- iv. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, or place of birth. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- v. "Conflicts of Interest" as set forth in ARTICLE 76 and "Nondiscrimination" as set forth in ARTICLE 72.

ARTICLE 72. NONDISCRIMINATION

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

ARTICLE 73. NEGOTIATED AGREEMENT

This Agreement reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

ARTICLE 74. CONTRACT DOCUMENTS CONTAIN ALL TERMS

This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contain herein.

ARTICLE 75. INSPECTOR GENERAL REVIEWS

- (a) Independent Private Sector Inspector General Reviews:

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

(b) Miami-Dade County Inspector General Review:

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

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

- (c) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all COUNTY contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed

COUNTY and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the CONTRACTOR, its officers, agents and employees, lobbyists, COUNTY staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

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

ARTICLE 76. CONFLICTS 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 77. Blank

This Section Intentionally Left blank

ARTICLE 78. AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

- (a) In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the COUNTY's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the COUNTY's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.
- (b) It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

ARTICLE 79. YEAR 2000 COMPATIBILITY

The CONTRACTOR shall be compliant with Year 2000 in all manners that may affect this Agreement.

ARTICLE 80. SURVIVAL

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

ARTICLE 81. BANKRUPTCY

The COUNTY reserves the right to terminate this contract, if, during the term of any contract the CONTRACTOR has with the COUNTY, the CONTRACTOR becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is

appointed over all or a substantial portion of the property of the CONTRACTOR under federal bankruptcy law or any state insolvency law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in form sufficient to fully bind them effective as of the date first herein above set forth.

SOFTWARE TECHNIQUES, INC.

MIAMI-DADE COUNTY

By: *Lawrence D. Zirbel*

Lawrence D. Zirbel, President

By: *George M. Burgess*

Name: George M. Burgess

Title: County Manager

Date: *[Signature]*

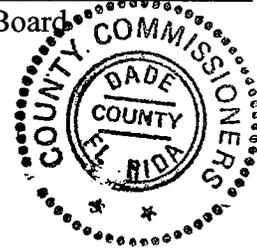
Date: October 27, 2004

Attest: *[Signature]*
Secretary

Attest: *[Signature]*
Clerk of the Board

 W Alexander Cleaver
My Commission DD022120
Expires May 01 2005

Approved as to form
and legal sufficiency



[Signature] 7/26/07
Assistant COUNTY Attorney

APPENDIX "A" SCOPE OF WORK

Minimum Time and Effort

In performing Deliverables D, E, and G CONTRACTOR will be tailoring the CustomCAMA system and creating modifications and enhancements as necessary to assure that those Deliverables satisfy all Acceptance Testing criteria. The COUNTY acknowledges that the modifications and enhancements required to satisfy all Acceptance Testing criteria are unlikely to include all of the enhancements or modifications the COUNTY may ultimately deem appropriate, but that CONTRACTOR is not otherwise obligated to devote additional hours to such effort unless the COUNTY expressly engages CONTRACTOR to do so as part of Enhanced Development under Deliverable R or Enhancement Maintenance Services under Deliverable L.

Beyond those modifications or enhancements that are required to satisfy the Acceptance Testing criteria as part of the Deployment Phase Deliverables, the COUNTY acknowledges that the CONTRACTOR may be required to make additional modifications or enhancements. In such an effort, the CONTRACTOR anticipates devoting no more than 2200 hours of time in programming, design, testing, and documentation on behalf of the COUNTY.

Deployment Phase Deliverables

CONTRACTOR will provide the following Deliverables during the course of the Deployment Phase of the Contract as indicated:

A. CustomCAMA System Delivery

CONTRACTOR will deliver to COUNTY the CustomCAMA system including all source code and third party controls. Delivery will include all Licensed Software and third party controls, compilers, operational systems and hardware necessary to compile the modules comprising the CustomCAMA system. CONTRACTOR will install a preview system at a location specified by the COUNTY to facilitate Acceptance Testing of the CustomCAMA system and to provide the COUNTY with a fully functioning environment for testing and feature verification. CONTRACTOR will deliver the modules identified below in source and executable form where available. All additional modules will also be provided to the COUNTY as may be available at the time of delivery.

CONTRACTOR Responsibilities:

CONTRACTOR shall set up and configure all Hardware and Software. CONTRACTOR will install the Software and fully demonstrate all available

features of the CustomCAMA system to enable and facilitate the COUNTY's Acceptance Testing.

COUNTY Responsibilities:

COUNTY personnel will accept delivery of any items shipped to their office and arrange for them to be stored in a designated area for CONTRACTOR's unpacking and setup. COUNTY personnel shall be available to participate fully in Acceptance Testing along with CONTRACTOR's staff for verification that all Deliverables meet the appropriate acceptance criteria.

Date of Delivery:

Within 60 days of Contract commencement

Deliverables:

1. Preview Server provided by CONTRACTOR or, at the COUNTY's election, installation of Software on server provided by COUNTY.
2. Compilation Server.
3. Licensed Software, including CustomCAMA Source Code.
4. Third party controls imbedded in the CustomCAMA application.

Acceptance Testing:

1. CONTRACTOR shall perform a full system compilation and create the resulting executables in order to demonstrate for the COUNTY the capability to compile all modules in the CustomCAMA system.
2. CONTRACTOR will demonstrate that all modules function by executing each of the following modules against the CustomCAMA preview database:
 - a) WinRDE – Real Estate Data Entry and Valuation
 - b) WinTDE – Personal Property Data Entry and Valuation
 - c) WinSEC – Security Maintenance
 - d) WinCALC – Recalculation Server
 - e) WinAudit – Audit Trail Review
3. COUNTY shall confirm its ability to perform the following system functions:
 - a) Enter and edit data within all data entry fields
 - b) Calculate values and save results consistent with CONTRACTOR's standard calculation methods.
 - c) Attach digital pictures and other files.
 - d) Initiate searches.
 - e) Set and modify security levels by user and by department.

f) Edit system lookup tables.

Prerequisites to CONTRACTOR's performance:

The COUNTY shall approve the workstation and server configuration at least thirty (30) days prior to the anticipated delivery date. The COUNTY will prepare its equipment room to accommodate the preview system server including furnishing adequate space in an equipment rack, standard power sources, and necessary network connections. In the event the COUNTY elects to provide a server to be used as the production server, the COUNTY will prepare and configure that server with an appropriate operating system and other software as may be required to support the installation of CONTRACTOR's Software. The COUNTY will provide a desk or work area for the compilation machine including a clear work surface, network connection, and telephone.

Payment:

Payment to be made by COUNTY to CONTRACTOR as provided on the Pricing and Payment Schedule, Appendix "B".

B. Project Planning

A successful implementation, data conversion, and roll-out of the System require creation and maintenance of a comprehensive Project Plan by a committed planning team. Because there will be unexpected system requirements, delays, problems, and unforeseen issues, the project planning team must be ready to accommodate and expeditiously document change and be empowered to re-prioritize tasks and system requirements as may become necessary to ensure the System is put into production on time and with all the necessary functionality.

COUNTY Requirements:

The COUNTY shall participate in regular project planning sessions as necessary to prioritize tasks and make decisions regarding features, timeframes and designs.

CONTRACTOR Requirements:

CONTRACTOR shall prepare an initial draft of the Project Plan in accordance with CONTRACTOR's customary practice. CONTRACTOR shall participate in regular project planning sessions as necessary to prioritize tasks and make decisions regarding implementation, timeframes and designs.

Date of Delivery:

Within sixty (60) days of Contract commencement, with regular sessions thereafter no less often than monthly throughout the course of the project as may be required to effect timely updates and changes.

Deliverables:

1. Project Plan containing full and complete details of tasks, times, responsibilities, and sequencing.
2. Project Status Reports.
3. Project Status Meetings.

Acceptance Testing:

1. The Property Appraiser will review the detailed Project Plan and verify that all significant project tasks have been included and scheduled consistent with the COUNTY's requirements and such standard project management guidelines as may be established by the COUNTY consistent with CONTRACTOR's accepted business practices.
2. Each status report will be deemed complete upon receipt of it by the COUNTY.
3. A status meeting will be deemed complete upon conclusion of that meeting.
4. Any changes made to the project plan must be agreed to by Property Appraiser and CONTRACTOR

Prerequisites to CONTRACTOR's performance:

Knowledgeable COUNTY staff members must be available to participate in all scheduled project planning meetings and status meetings. The COUNTY may reschedule meetings subject to providing CONTRACTOR with notice thereof at least twenty-four (24) hours prior to the time originally scheduled for the meeting. Meetings cancelled or adjourned as a result of the COUNTY's failure to attend and participate will be deemed to be complete as of the date originally scheduled for the meeting.

Payment:

Payment for the Project Plan and for on-going project management services will be amortized over the project's projected lifetime and paid monthly in accordance with the Pricing and Payment Schedule, Appendix B.

C. Data Conversion

Data conversion requires active participation and collaboration on the part of both CONTRACTOR and the COUNTY. The structure of the data is critical to optimal performance and ease of program maintenance; therefore the COUNTY's data may require translation or reorganization prior to loading into the CustomCAMA database. The Project Plan will specify data conversion steps and timing for handling specific types of data. The COUNTY will provide all its data to CONTRACTOR in machine readable form in accordance with CONTRACTOR's requirements and CONTRACTOR will then convert the data. Any additional data existing on personal computers and other desktop workstations or servers external to the COUNTY's primary data sources residing on the mainframe will be converted provided the

COUNTY furnishes that data to CONTRACTOR in consistent, machine readable form.

CONTRACTOR Responsibilities:

CONTRACTOR shall write data conversion and import scripts to load the existing COUNTY data into the CAMA Schema. CONTRACTOR shall make necessary alterations to the schema to accommodate the COUNTY's data requirements. CONTRACTOR shall engage in schema discussions to address data translations and field requirements to ensure all COUNTY data is converted in a manner consistent with the COUNTY's desired use. CONTRACTOR shall also write data translation programs to translate the COUNTY's data whenever the discussion group determines that the effort is best done after extraction.

COUNTY Responsibilities:

COUNTY personnel shall participate in schema discussions to address data translations and field requirements to ensure all of the COUNTY's data is converted in a manner that fully facilitates the COUNTY's desired use and is consistent with CONTRACTOR's data layouts. The COUNTY will provide CONTRACTOR with all available documentation regarding the COUNTY's current data and the meaning of variables and other data elements. The COUNTY shall provide its data in ASCII file format, transferred by means of any appropriate electronic medium or method. The COUNTY will participate with CONTRACTOR in data cleanup efforts, including both manual and electronic cleanup of data.

Date of Delivery:

As specified in the Project Plan.

Deliverables:

1. All the following Data Fields in the CustomCAMA application will be populated with data provided by the COUNTY that has been mapped to the appropriate fields from the data files provided by the COUNTY:
 - a) Real Estate Data Fields.
 - b) Personal Property Data Fields.
 - c) Centrally Assessed Property Data Fields.
2. Lookup tables for the following Data Fields will be populated with entries so that the CustomCAMA application will recalculate values consistent with CONTRACTOR's valuation techniques that results in a value within limits set forth in the acceptance criteria:
 - a) Real Estate Data Fields.
 - b) Personal Property Data Fields.

- c) Centrally Assessed Property Data Fields.

Acceptance Testing:

1. CONTRACTOR will recalculate all tangible personal property and real estate values so that any variances do not exceed the following limits:
 - a) Each real estate parcel shall be within five percent (5%) of its present market value under the COUNTY's existing system.
 - b) Each tangible personal property account shall be within five percent (5%) of its present market value under the COUNTY's existing system.
 - c) The sum of all real estate parcels shall be within three percent (3%) of the sum of all parcels as presently valued under the COUNTY's existing system.
 - d) The sum of all tangible personal property accounts shall be within three percent (3%) of the sum of all such accounts as presently valued under the COUNTY's existing system.
2. The COUNTY will verify that the CustomCAMA system displays its original data in the proper fields on the screen.
3. Recapitulation reports will be produced for the following:
 - a) Real Estate values grouped by taxing district showing taxable value, assessed value, capped value, just value, total building value, total land value, and classified land value.
 - b) Real Estate values grouped by property use code showing taxable value, assessed value, capped value, just value, total building value, total land value, and classified land.
 - c) Tangible values grouped by taxing district showing taxable value, assessed value, and total detail value.
4. State certification reports, including the DR489's and the DR403's, will be produced showing value summaries including exemptions that may be compared to the same reports run from the COUNTY's existing system.

Prerequisites:

The COUNTY will provide all data in machine readable, ASCII format in either fixed width records or delimited field format. All data must be provided to CONTRACTOR at least ninety (90) days prior to due date of each phase of the conversion effort. The COUNTY must give CONTRACTOR field level descriptions for all data elements provided and/or provide access to COUNTY personnel capable of answering all CONTRACTOR's questions regarding the particular use and meaning of data elements. CONTRACTOR shall not be responsible for incorrectly provided data or for data which is erroneous as provided or is inconsistent with the COUNTY's descriptions of the use and meaning of particular data items.

Payment:

Payment to be made by COUNTY to CONTRACTOR as provided on the Pricing and Payment Schedule, Appendix "B". CONTRACTOR will invoice for completed tasks as provided for in the Project Plan.

D. Basic Application Configuration

The CustomCAMA application will be configured to accommodate all changes made to the schema due to data conversion. Data sets, forms, and processing will be modified accordingly. In addition, the CustomCAMA application will be configured to accomplish STI's standard business and appraisal processes as published and in accordance with the Scope of Work. CONTRACTOR will configure each application area as identified in the Scope of Work, the Project Plan and the Pricing and Payment Schedule.

CONTRACTOR responsibilities:

CONTRACTOR shall be responsible for updating the CustomCAMA application in a manner consistent with decisions arrived at during the application discussions as necessary to accommodate schema changes. CONTRACTOR shall participate in the application discussions and provide advice and recommendations as to how various changes can best be implemented and accommodated in the CustomCAMA system.

COUNTY Responsibilities:

The COUNTY shall meet with CONTRACTOR to discuss and agree upon which tabs and forms should display new fields. The COUNTY shall participate in application discussions concerning basic configuration issues in order to facilitate and specify the implementation of business rules or particular processing requirements resulting from any changes made as part of data conversion.

Date of Delivery:

Within 60 days of Contract commencement.

Deliverables:

1. Configuration of Ownership tracking.
2. Configuration of Roll Processing.
3. Configuration of Exemption Processing.
4. Configuration of Permit Processing.
5. Configuration of Office Automation Features.
6. Configuration of the Work Flow Processing System.
7. Configuration of Sales and Deed tracking.

8. Configuration of Condo Valuation and Tracking.
9. Configuration of Corrections, Prior and Current Year

Acceptance Testing:

1. The COUNTY will verify that the CustomCAMA appraisal system tracks ownership information consistent with CONTRACTOR's published methods and the COUNTY's existing available data.
2. CONTRACTOR will have the CustomCAMA appraisal system produce all state forms, files, and documents required for tax roll processing, including preliminary roll, TRIM notices, certified roll, school district notices of value, and electronic file submissions. The COUNTY will inspect all these documents and verify their sufficiency and correctness.
3. The COUNTY will verify exemptions processing as follows:
 - a) The COUNTY will apply exemptions using the CustomCAMA appraisal system and verify that the exemptions are applied correctly and the resulting taxable value is correct.
 - b) The COUNTY will apply exemptions using CONTRACTOR's DR501 application and verify that the applications properly attach to parcels and that exemption and workflow items are created in the CustomCAMA appraisal system in a manner consistent with published procedures.
 - c) The COUNTY will set the Amendment 10 Capping flags and verify that resulting capped values calculate consistent with CONTRACTOR's published equations.
4. The COUNTY will perform Acceptance Testing of permit processing features as follows:
 - a) The COUNTY will manually enter a permit.
 - b) The COUNTY will select permits for processing using the batch permit processing features and print the property record cards and corresponding permits for field review.
 - c) The COUNTY will load permits into the CustomCAMA appraisal system using the permit load utility from files provided by a third party as identified in the third party interface tasks in this Scope of Work.
 - d) The COUNTY will complete a permit and set it to closed using the CustomCAMA appraisal system.
5. The COUNTY will perform Acceptance Testing of office automation features as follows:
 - a) The COUNTY will search for properties using each of CONTRACTOR's available searching methods.
 - b) The COUNTY will navigate from parcel to parcel using record navigation features.

- c) The COUNTY will access tabs and data entry areas using hot-keys
 - d) The COUNTY will create bookmarks for properties and then access the properties using the bookmarks.
 - e) The COUNTY will create a subdivision using the parcel split feature and copy data items to each resulting parcel.
 - f) The COUNTY will perform a mass update by searching for a set of parcels and then applying the mass update feature.
 - g) The COUNTY will print a designated collection of property record cards by searching for parcels and then selecting the print feature on the result set window.
6. The COUNTY will perform Acceptance Testing of the workflow features as follows:
- a) The COUNTY will initiate a work flow process.
 - b) The COUNTY will close a task.
 - c) The COUNTY will complete a work flow process.
 - d) The COUNTY will search for tasks.
7. The COUNTY will perform Acceptance Testing for deed processing as follows:
- a) The COUNTY will enter a deed.
 - b) The COUNTY will modify deed flags such as qualified and unqualified.
 - c) The COUNTY will verify that parcel items have been captured at the time the deed was entered.
 - d) The COUNTY will modify parcel characteristics captured at the time of the deed.
 - e) The COUNTY will search for sales using the sales search features.
8. The COUNTY will perform Acceptance Testing for Condo Valuations as follows:
- a) The COUNTY will enter a condominium complex.
 - b) The COUNTY will enter a condominium unit type within the complex.
 - c) The COUNTY will enter the building traverse and structural elements for the condominium unit type.
 - d) The COUNTY will modify a parcel creating a condominium unit of the type previously created in a previously created complex.
 - e) The COUNTY will verify the property value of the condominium and print a property record card.
9. The COUNTY will perform Acceptance Testing for prior and current year corrections as follows:
- a) The COUNTY will select a parcel and open the corrections detail window.

- b) The COUNTY will add a correction for the prior year.
- c) The COUNTY will enter correction detail information for the correction and generate a correction letter by pressing the print correction icon on the window.

Prerequisites to CONTRACTOR's performance:

1. For each configuration task, the COUNTY must identify all configuration requirements and specify those requirements in writing. If the CONTRACTOR has not been provided with specific written requirements, CONTRACTOR will configure each area based on its understanding of the COUNTY's data and intentions and consistent with CONTRACTOR's standard business practices. All written configuration requirements must be provided to CONTRACTOR at least forty-five (45) days prior to the date for completion of each configuration task as specified in the Project Plan.
2. To facilitate processing of electronically provided permit records, the file formats and test files must be provided to CONTRACTOR at least thirty (30) days prior to the date for completion of permit tasks and prior to the time they are included in the third party interface scope of work.

Payment:

Payments for configuration tasks will be due upon successful completion of each acceptance test in accordance with the Pricing and Payment Schedule, Appendix "B" and the project plan.

E. Appraisal Model Configuration

The CustomCAMA application will be configured to support valuation results currently found in the COUNTY's system in order to ensure property values remain consistent after the conversion process. The COUNTY does not intend for CONTRACTOR to duplicate the COUNTY's current system but prefers that the COUNTY's data and processes be adapted to CONTRACTOR's standard appraisal techniques.

CONTRACTOR Responsibilities:

CONTRACTOR shall configure the CustomCAMA system to enable the recalculation of the COUNTY's converted data such that the appraised and taxable values remain consistent with the COUNTY's current system. All such values shall be within acceptable parameters as determined by the COUNTY and specified in the Acceptance Testing criteria. CONTRACTOR shall participate in discussions necessary for it to understand the COUNTY's current appraisal techniques, to assist the COUNTY in fully understanding CONTRACTOR's existing methods, and to convert the data into the CustomCAMA system in accordance with the scope of Work and subject to the applicable testing and acceptance criteria.

COUNTY Responsibilities:

The COUNTY shall provide property record cards and written descriptions detailing the COUNTY's current appraisal techniques. The COUNTY shall fully participate in discussions concerning its appraisal process to the extent necessary for CONTRACTOR to understand the COUNTY's current appraisal techniques and to facilitate CONTRACTOR's configuration of the CustomCAMA system. The COUNTY shall consult with CONTRACTOR concerning the configuration necessary to support the COUNTY's current methods and shall consider and approve all changes that vary from the current methods. The COUNTY shall participate in discussions with CONTRACTOR to provide sufficient direction and ideas for proper tailoring of CONTRACTOR's current models to the COUNTY's needs, as well as the improvement and creation of appropriate new valuation techniques.

Date of Delivery:

As specified in the Project Plan.

Deliverables:

1. Configuration of Cost Approach Appraisal System utilizing:
 - a) CONTRACTOR's Standard Cost method.
 - b) Marshall and Swift Cost method.
2. Configuration of Income Approach utilizing:
 - a) Direct Yield Capitalization.
 - b) Gross Rent Multiplier.
 - c) Discounted Cash Flow.
3. Configuration of Market Approach utilizing:
 - a) Comparable Sales method.
 - b) Comparable Income Property method.
 - c) Regression method.
4. Configuration of Tangible Valuation Method.
5. Reconcile:
 - a) VAB Hearings.
 - b) General Override.

Acceptance Testing:

1. The COUNTY will verify the Cost Approach appraisal features as follows:

- a) The COUNTY will enter a new residential property including land, building, and extra features and will verify that the cost approach properly calculates the building area, the land value, the values of extra features, and the total parcel value consistent with CONTRACTOR's published methods as configured during the Project.
 - b) The COUNTY will enter a new commercial property including land, building, and extra features and will verify that the cost approach properly calculates the building area, the land value, the values of extra features, and the total parcel value consistent with CONTRACTOR's published methods as configured during the Project.
 - c) The COUNTY will enter land segments, including common land, agriculturally classified land, and land segments representing the market value of classified land, and will verify that the values calculated are consistent with CONTRACTOR's published methods as configured during the Project.
 - d) The COUNTY will add buildings and their structural elements to a parcel and will verify that the resulting value is consistent.
2. The COUNTY will verify the Income Approach appraisal features as follows:
- a) The COUNTY will enter data required for the valuation of an income producing property and will verify that the assessed value resulting from use of the Direct Yield Capitalization method is consistent with CONTRACTOR's published methods as configured during the Project.
 - b) The COUNTY will complete an income survey form to verify that all required data elements may be entered.
 - c) The COUNTY will complete the sales survey section for an income producing property to verify that the sale is properly utilized in a comparable property analysis.
 - d) The COUNTY will assign an income producing property a gross rent multiplier model and will enter the gross rent. The COUNTY will then verify the resulting value is consistent with CONTRACTOR's published methods as configured during the Project.
3. The COUNTY will verify the Market Approach appraisal features as follows:
- a) The COUNTY will select properties representing comparable sales and utilize the CustomCAMA appraisal system to determine an assessed value using the comparable sales approach such that comparable properties are first adjusted to the subject value and then the indicated values are blended to produce an assessed value consistent with CONTRACTOR's published methods as configured during the Project.
 - b) The COUNTY will select sales records using the regression model building application.
 - c) The COUNTY will perform variable transformations using the transformation builder.

- d) The COUNTY will execute the regression calculator and will verify that the CustomCAMA appraisal system has properly created coefficients.
 - e) The COUNTY will assign the regression model to a group of properties.
 - f) The COUNTY will then perform a system recalculation on the group of properties assigned the regression model and will verify that the regression transformation and coefficients have been properly utilized to determine an indicated value for all properties assigned the regression model for valuation.
4. The COUNTY will verify the Tangible appraisal features as follows:
 - a) The COUNTY will enter record details for a tangible business account and verify that the values of all line items are consistent with CONTRACTOR's published methods as configured during the Project.
 - b) The COUNTY will enter data concerning a mobile home and verify the resulting value is consistent with CONTRACTOR's published methods as configured during the Project.
 - c) The COUNTY will set a delinquent receive date for a tangible return and verify the appropriate penalty has been properly assessed.
 5. The COUNTY will verify the Reconciliation features as follows:
 - a) The COUNTY will set an account to value by reconcile.
 - b) The COUNTY will enter the values for land, building, and extra features and will verify the account's resulting taxable value has been calculated based on the entered values.

Prerequisites to CONTRACTOR's performance:

The COUNTY shall provide CONTRACTOR with valuation requirements in writing at least sixty (60) days prior to the delivery date for that feature as specified in the Project Plan. If CONTRACTOR has not been timely provided with specific written requirements, then CONTRACTOR will implement valuation techniques based on CONTRACTOR's understanding of the COUNTY's existing methods and consistent with CONTRACTOR's current state of the art.

Payment:

Payments for configuration tasks will be due upon successful completion of each acceptance test in accordance with the Pricing and Payment Schedule, Appendix "B" and the project plan.

F. Reporting Requirements

The CustomCAMA system must meet all reporting requirements of the State of Florida, the COUNTY's governmental authorities, and applicable third party agencies. CONTRACTOR will provide standard reports and create new reports as

may be specified in the Project Plan. CONTRACTOR will provide a third party reporting tool to enable the COUNTY to create its own custom reports.

CONTRACTOR Responsibilities:

CONTRACTOR shall be responsible for assisting the COUNTY in the creation of new reports and the adaptation of CONTRACTOR's available reports to meet the COUNTY's requirements. CONTRACTOR will modify and create reports for the COUNTY as may be specified in the Project Plan subject only to the limitation that CONTRACTOR will modify or create no more than 30 reports during the Deployment Phase, not including reports required by the Florida Department of Revenue for roll processing and certification.

COUNTY Responsibilities:

The COUNTY shall provide samples of all reports it currently uses, together with descriptions of personnel who run each report, the frequency with which each report is run, and all intended recipients of the report. The COUNTY shall acquire and become proficient in the ODBC compliant reporting tool. The COUNTY shall organize and maintain network resources adequate to readily distribute report executables to users and will provide the printer spooling mechanism required to support the production environment. The COUNTY will verify for CONTRACTOR that all reports requested are relevant and necessary. Before requesting the creation of new reports, COUNTY will review CONTRACTOR's available reports and shall use CONTRACTOR's available reports whenever possible to the extent such reports sufficiently satisfy the COUNTY's requirements.

Date of Delivery:

All reports will be created and made available to the COUNTY at least twenty (20) days prior to the time specified in the Project Plan for their required use.

Deliverables:

1. CONTRACTOR will create or modify up to 30 reports to meet COUNTY's requirements if such a report does not already exist as part of the CustomCAMA system.
2. CONTRACTOR will provide all CONTRACTOR standard reports as published in their report listing documentation.

Acceptance Testing:

1. The COUNTY will select available reports for testing from the submit report menu option.
2. The COUNTY will generate the report and review the output to ensure the report results comply with CONTRACTOR's published information and are as configured during the project.

3. The COUNTY will review custom reports to ensure the printed report is correct in terms of form and content and otherwise in compliance with the requirements provided by the COUNTY to CONTRACTOR.

Prerequisites to CONTRACTOR's performance:

The COUNTY must provide detailed report requirements in writing to CONTRACTOR at least sixty (60) days prior to the delivery deadline for each report. To the extent the COUNTY's requirements are vague or have not been provided in writing, the COUNTY will furnish written clarification or CONTRACTOR will complete the report using CONTRACTOR's standard procedures utilizing a look and feel consistent with CONTRACTOR's CustomCAMA appraisal system. Within ten (10) days of receipt of each report, the COUNTY will perform Acceptance Testing for that report.

Payment:

Payments for reporting requirements will be made monthly for all reports that have successfully passed Acceptance Testing. Reports not timely tested by the COUNTY within the testing period shall be deemed for purposes of payment to have passed.

G. Import/Export File Requirements and Third Party Interfaces

The CustomCAMA system must be able to accept data from third parties and to export data to third party applications. Most export file requirements are easily accommodated using query tools. Critical reports, such as taxpayer notifications, tax bills, and certain complex form letters, may require specialized database tables, programming, and/or integration with workflow processing.

CONTRACTOR Responsibilities:

CONTRACTOR shall create import tools, enhance its current utilities, and create any new procedures necessary to allow data from third parties to be imported into the CustomCAMA system. CONTRACTOR shall assist COUNTY in the design and creation of scripts and queries for export of data from the CustomCAMA system. CONTRACTOR shall participate in data exchange discussions to address import/export requirements.

COUNTY Responsibilities:

The COUNTY shall be responsible for identifying all third party agencies with which data that is contained within the CustomCAMA system will be exchanged. For each import or export routine, the COUNTY must identify the fields within the CustomCAMA system which need to be exported or imported as well as specify the transmission mechanism and desired format. The COUNTY shall write the queries and/or stored procedures for all export requirements which do not require new tables or specialized processing within the CustomCAMA

system. Personnel of the COUNTY shall participate in data exchange discussions with CONTRACTOR as necessary to address import/export requirements.

Date of Delivery:

As specified in the Project Plan

Deliverables:

1. CONTRACTOR will provide a mechanism to extract and transmit a file to be loaded into the PTX system and will provide a mechanism to receive a file from the PTX system.
2. CONTRACTOR will provide a mechanism to extract and transmit a file to be loaded into the PPX system and will provide a mechanism to receive a file from the PPX system.
3. CONTRACTOR will provide a mechanism to extract and transmit a file to be loaded into the MLG system.
4. CONTRACTOR will provide a mechanism to create extended tax roll records and to generate a file to be transmitted to the Tax Collector.
5. CONTRACTOR will provide a mechanism to display GIS maps from within the CustomCAMA appraisal system using ESRI's products, which will in turn connect to the COUNTY's GIS spatial data.
6. CONTRACTOR will provide a mechanism to import data from the COC system.
7. CONTRACTOR will provide a mechanism for displaying images stored in the FYI image system.
8. CONTRACTOR will provide its current CGI scripts for accessing CONTRACTOR's CustomCAMA data base and producing html output for display of CAMA data within a web browser.

Acceptance Testing:

1. The COUNTY will perform Acceptance Testing on PTX system import/export as follows:
 - a) CONTRACTOR will generate a file to load into the PTX system.
 - b) The COUNTY will load the generated file into the PTX system.
 - c) The COUNTY will generate a file to load into the CustomCAMA system.
 - d) CONTRACTOR will load the file into the CustomCAMA system.
2. The COUNTY will perform Acceptance Testing on PPX system import/export as follows:
 - a) The CONTRACTOR will generate a file to load into the PPX system.
 - b) The COUNTY will load the generated file into the PPX system.

- c) The COUNTY will generate a file to load into the CustomCAMA system.
- d) The CONTRACTOR will load the file into the CustomCAMA system.
3. The COUNTY will perform Acceptance Testing on MLG system import as follows:
 - a) The COUNTY will generate a file to load into the CustomCAMA system.
 - b) The CONTRACTOR will load the file into the CustomCAMA system.
4. The COUNTY will perform Acceptance Testing on the tax collector's system file creation as follows:
 - a) CONTRACTOR will create a file for import into the tax collector's system.
 - b) The tax collector will verify the file is acceptable as delivered.
5. The COUNTY will perform Acceptance Testing of the GIS interface as follows:
 - a) The COUNTY will display a GIS map by going to the GIS tab of the CustomCAMA appraisal system and clicking on the "display map" button.
 - b) The County will display a result set map by creating a result set using any query feature of the CustomCAMA system and clicking on the "print map" icon.
6. The COUNTY will perform Acceptance Testing on the COC system file import as follows:
 - a) The COUNT will create a file for import into the CustomCAMA system.
 - b) The CONTRACTOR will import the file into the CustomCAMA system.
7. The COUNTY will click the "display images from the FYI system" button and images, or a list of available images, will be displayed depending upon the type of integration mechanism provided by the vendor.
8. The COUNTY will display the html page for CAMA data using a Microsoft web browser and accessing an Apache web server on the test machine as configured by CONTRACTOR.

Prerequisites to CONTRACTOR's performance:

1. The COUNTY must provide CONTRACTOR with detailed information regarding file layout requirements for each export file at least sixty (60) days prior to the delivery date for that file.
2. The COUNTY must provide CONTRACTOR with the GIS Environment with which to integrate GIS display features and the appropriate spatial data at least sixty (60) days prior to the delivery date.
3. Either the FYI image system vendor, or the COUNTY, must provide CONTRACTOR with specifications at least 90 days prior to the delivery date detailing all third party integration methods for interface with the FYI system. A mechanism must be available to CONTRACTOR to enable integration for this task to be accomplished. CONTRACTOR's fees for integration will become due

after it completes the integration and COUNTY completes Acceptance Testing or after complete investigation and testing it is determined that no remedy exists.

Payment:

Payment will be due upon completion of Acceptance Testing for each interface as specified in the Pricing and Payment Schedule, Appendix "B" and the Project Plan.

H. Operational Requirements

The CustomCAMA system as well as print servers, database storage, test environments, network resources, recalculation servers, scanners, signature capture devices, and various other necessary hardware and software components must be properly installed, configured, and operated.

Management and Control

1. The COUNTY will provide Logical Partitions (LPARS) on the Regatta platform. These LPARS are within a shared Central Electronic Complex (CEC) allowing for independent workloads to reside in each LPAR. Each LPAR will be configured with CPU's Memory, I/O adapter, and network card to enable application to function independently. Each LPAR has the ability to have its own copy of the Operating System and can be at different versions, the base level operating system for the Regatta is AIX 5.1 or higher. The CONTRACTOR under the direction of the Property Appraiser will have Management and Control of these LPAR's and Operating Systems.
2. The CONTRACTOR shall have role privileges to perform OS reboots in the Production, Test, and Development environments.
3. ETSD shall provide a UNIX Systems Administrator as well as a Database Administrator to work in conjunction with CONTRACTOR as requested by the Property Appraiser and shall be address by a future Service Level Agreement between ETSD and Property Appraiser.
4. Access to the Regatta Hardware Management Console (HMC) will be limited to COUNTY Personnel. HMC is utilized in the configuration/carve of LPAR CPU's, Memory, adapter, and peripherals such as DVD-RAM or 4mm Tape Drive for the entire CEC.
5. The CONTRACTOR will perform OS upgrades and/or patches via a dedicated PA Network Installation Management Server (NIM) or DVD/CDROM. This is accomplished through a push process from the NIM server to the LPAR receiving the upgrade and/or patches. The CONTRACTOR will be responsible for the actual testing and installation within the Property Appraiser LPARS with Property Appraiser approval.
6. The CONTRACTOR will be responsible for upgrades and patches of the PA OS LPARS. Property Appraiser personnel and CONTRACTOR must certify

application prior to installation and will manage the process. ETSD will be responsible for the firmware patches to the entire Central Electronic Complex (CEC).

7. All production level changes in regards to OS, DBA or major application changes must be communicated in the weekly Preventive Maintenance (PM) meetings held on Wednesday at 9:00 AM. If PM meeting time and/or date is changed, advanced notification will be provided by the Operations Manager. CONTRACTOR or Property Appraiser staff member is to participate in all meetings.
8. ETSD UNIX Systems Administrator will communicate with Property Appraiser of any potential CERT security advisories, which may have a potential effect on the Property Appraisers Systems. The Property Appraiser will make a determination if the advisory does have the potential to affect application by consulting with CONTRACTOR. ETSD or the CONTRACTOR will apply Patch or Fix upon Property Appraiser designee authorization.
9. ETSD will notify the Property Appraiser in advance of any Hardware related firmware or microcode upgrades which may impact availability of machine. ETSD will schedule any down time with the Property Appraiser around mission critical processing times. Current preventative maintenance widows are scheduled for off hours during off shift weekend hours. The ETSD UNIX Systems Administrator will perform these upgrades.
10. Property Appraiser will determine LPAR preventive maintenance window to apply patches or reboots. Any maintenance, which is required on the entire Central Electronic Complex (CEC) ETSD UNIX Administrators, will be communicated and perform at mutually beneficial time.
11. Storage Management functions for the Enterprise Storage Subsystem (ESS) SHARK will be conducted by UNIX Systems Administrators. There must be a response time requirement that will come from a future SLA between ETSD and Property Appraiser.
12. A monthly status meeting will be scheduled between ETSD, the CONTRACTOR and the Property Appraiser.
13. All changes to these management and control procedures shall be mutually agreed upon and consented to by ETSD, CONTRACTOR, and the Property Appraiser, which consent shall not be unreasonably withheld, conditioned, or delayed.

CONTRACTOR Requirements:

CONTRACTOR shall be responsible for the installation of the CustomCAMA system, the RDBMS and the performance tuning and configuration of the production, test, and development servers or server environments. CONTRACTOR will provide installation scripts to install CustomCAMA components and perform the initial installation on users' desktop personal computers. CONTRACTOR shall provide an automated mechanism for updating

the CustomCAMA programs once they have been installed on user machines. CONTRACTOR shall participate in operation discussions to offer recommendations and provide assistance to the COUNTY in establishing strategies for dealing with operational issues. CONTRACTOR shall assist the COUNTY in disaster recovery when required and will be responsible for backup and restore procedures.

The following Best Practices, which are currently instituted for all COUNTY UNIX systems, will be adhered to by the CONTRACTOR:

1. A "production" ready environment will be created on the Test LPAR for the acceptance test.
2. The CONTRACTOR or COUNTY will provide related certified systems software (AIX, C, Performance Aide, HA) as directed by the Property Appraiser. (Known as State A). This is accomplished through a push process from the NIM server to the receiving LPAR by CONTRACTOR. The CONTRACTOR will be responsible for the actual restore to the Property Appraiser systems.
3. The CONTRACTOR will be responsible for all DBA efforts but will coordinate activities between Property Appraiser and ETSD.
4. If a restore of the Test system is needed, CONTRACTOR will be responsible to bring the system back to "State A."
5. The CONTRACTOR will be responsible for all backups and restores of the application software and related data but will coordinate with ETSD staff as established by a future Service Level Agreement between ETSD and Property Appraiser.
6. CONTRACTOR is responsible for keeping the application working on currently supported software.
7. CONTRACTOR will be responsible for backups of the rootvg/rootdg environment.
8. CONTRACTOR will use Tivoli Workload Scheduler (TWS) for scheduling jobs with batch related functions.
9. Perfman will be used for performance monitoring and capacity planning of Property Appraiser LPAR's.
10. TSM and/or NetBackup should be used for backup software.
11. Data Bases (DB) residing in a shared partition will be administered by ETSD DB administration staff in coordination with the Property Appraiser. Property Appraiser and CONTRACTOR will have full administrative DB rights to instances within Property Appraiser CAMA LPAR and may coordinate with ETSD DB staff.
12. All remote access by the CONTRACTOR will be through the COUNTY provided VPN access provided this access can be a gateway to gateway VPN connection to CONTRACTOR's existing Checkpoint VPN Firewall. In the event that

performance of the VPN is unacceptable as determined by CONTRACTOR a Frame Relay or dedicated T1 circuit will be provided.

13. The CONTRACTOR is responsible for providing scripts to bring-up, bring-down, monitoring, and clean up (to be used in the event of a failed bring-down) of all application components. These scripts should be compatible with the high availability clustering software.
14. Each system should be kept unique in case of future high availability clustering need. A naming convention will be developed between ETSD Database Administrator, Property Appraiser, and the CONTRACTOR.
15. CONTRACTOR will work with Property Appraiser to develop disaster recovery procedures to be used in the event of a hurricane (or other disaster) during the Deployment Phase.
16. If requested by Property Appraiser, ETSD will provide a UNIX Systems Administrator and Database Administrator to interact with CONTRACTOR during application implementation to facilitate a coordinated effort among all parties during the engagement, with CONTRACTOR acting as prime, this will allow for optimal knowledge transfer. This will be addressed by a future Service Level Agreement between ETSD and Property Appraiser.
17. The CONTRACTOR will be responsible for maintaining the files on rootvg/rootdg.
18. Applications related file systems or files cannot be owned by root. Some system software requires root abilities (i.e. websphere, security based product). These exceptions shall be handled on a case-by-case basis.
19. Generic userids cannot be used to log in directly to the UNIX server. Each person will have his or her own userid and 'su' will be used to change to a generic userid.
20. All UIDs and GIDs must be kept synchronized in the UNIX group security log.
21. Existing County security standards will be followed in regards to valid passwords rules, five invalid password tries will disable user password and 90 day password expiration. The only exception will be the user CAMA.
22. On partitionable environments Secure Shell (SSH) will be utilized.
23. /.rhosts and /etc/hosts.equiv files will only be used by root for HACMP and NIM purposes except for hosts.equiv for database access for other machines, servers and possibly desktops. The CONTRACTOR will administer this file. No other personal /.rhosts file will be allowed.
24. The CONTRACTOR's staff responsible for supporting the Property Appraiser environment must be certified on AIX and HACMP.

COUNTY Requirements:

The COUNTY will provide a Regatta Hardware Platform with System, Database, and Network Administration support as requested by the Property Appraiser. The

Property Appraiser will have an environment, which includes Production, Test (Staging), and Development, to allow for a full application lifecycle.

The COUNTY shall be responsible for installation, configuration and tuning of an adequate local and wide area network, including all sub-netting, routing, and topology. The COUNTY will purchase, receive, install, and integrate all hardware acquired from third parties. The COUNTY shall participate in operational discussions to assist CONTRACTOR in the planning and execution of operational strategies. The COUNTY shall be responsible for final approval of all hardware and third party software selections and its approval will be based upon careful consideration of CONTRACTOR's recommendations. The COUNTY will provide access for CONTRACTOR personnel to computer equipment, network equipment, server rooms, wiring closets, tape storage facilities, and all other areas where any hardware may be situated. The COUNTY will grant administrative logins and authority to CONTRACTOR personal necessary for access to all hardware and software for which CONTRACTOR will be responsible for its continued operation, configuration, or performance. The COUNTY will review all CONTRACTOR's recommendations for backup and restore procedures, disaster recovery procedures, and other operational procedures, will provide input and suggestions, and will grant final approval for all such procedures.

Date of Delivery:

As identified in the Project Plan.

Deliverables:

1. End of year processing utilities.
2. Backup and Restore Procedures.
3. Installation and configuration of server environments.
4. Installation of CustomCAMA Software.

Acceptance Testing:

1. CONTRACTOR will demonstrate end of year processing using the utilities provided.
2. The COUNTY will review accounts to ensure that cap values, exemptions, new construction, demolition, and history records have been processed in accordance with CONTRACTOR's published methods as tailored and configured during the project.
3. CONTRACTOR will demonstrate a system backup.
4. CONTRACTOR will demonstrate a system recovery from the backup.
5. The COUNTY will operate CustomCAMA applications from a workstation connecting to the production, testing, and development servers.

Prerequisites to CONTRACTOR's performance:

1. For all end of year processing requirements which are different than CONTRACTOR's standard methods, the COUNTY must specify in writing at least thirty (30) days prior to the delivery date all such differences that require changes.
2. The COUNTY must purchase and have installed all systems at least two (2) weeks prior to the scheduled installation date set forth in the Project Plan.
3. The COUNTY must approve CONTRACTOR's proposed backup strategy requirements or provide CONTRACTOR with the COUNTY's detailed backup strategy requirements at least one (1) week prior to the scheduled delivery date.

Payment:

Payment to be made by COUNTY to CONTRACTOR as provided on the Pricing and Payment Schedule, Appendix "B" and the Project Plan.

I. Training

Training for COUNTY personnel will include classroom training, web based training, workshops, and personal instruction. The COUNTY and CONTRACTOR will complete a training schedule as part of the Project Plan based on user requirements and job functions. Training materials will be provided for students and instructors. CONTRACTOR will be primarily responsible for conducting all training classes and the COUNTY may elect to have its staff trained to train their own departments.

<u>Tentative Training Dates</u>	<u>Training Outline</u>		
April 1, 2005	I1	Training and Testing Plans	
June 1, 2005	I1	Training Materials	
August 1, 2005		Web Based Training Materials	
July 30, 2005	I2	Overview Class Instruction	28 classes 25 students each
August 15, 2004	I2	Job Function Training	43 classes 12 students each
September 1, 2005	I3	Web Based Training	21 classes 8 students each
October 1, 2005	I2	On the Job Training	3 instructors onsite 15 days
July 20, 2005	I4	End of Year Processing	1 class 5 days

CONTRACTOR Responsibilities:

CONTRACTOR shall have primary responsibility for the creation of necessary training materials and documentation for all areas of the CustomCAMA system as determined during training planning discussions with the COUNTY. CONTRACTOR shall conduct training classes for the COUNTY's trainers and technical staff sufficient to fully acquaint them with the features and use of the CustomCAMA system.

COUNTY Responsibilities:

The COUNTY shall establish training schedules and evaluate training results to ensure all users have been sufficiently trained. The COUNTY shall provide adequate facilities for hands-on training and workshops, including personal computers for trainees. The COUNTY will help create and duplicate training materials and documentation. COUNTY personnel shall participate in training discussions and highlight training issues.

Date of Delivery:

Training will take place as specified in the Project Plan.

Deliverables:

1. CONTRACTOR will provide training materials including student notes and instructor guides for use in all training classes specific to the COUNTY's system.
2. CONTRACTOR will provide on-site classroom instruction for all courses designated in the Project Plan.
3. CONTRACTOR will provide access to web based training.
4. CONTRACTOR will make available at CONTRACTOR's training facility in Winter Park, Florida specialized technical training and advanced training designed to prepare COUNTY staff to train their own users.
5. Contractor will provide a means for student testing of course material.

Acceptance Testing:

Each person who attends a training class will complete a course evaluation form. A training session shall be considered acceptable if seventy-five percent (75%) or more of the attendees designate the class as acceptable and 75% of the students receive a test score of 75 or better.

Prerequisites to CONTRACTOR's performance:

The COUNTY must designate all personnel who it intends to use as trainers and make them available for training by CONTRACTOR in accordance with the Project Plan.

Payment:

The COUNTY will pay for all training, training materials and course preparation provided by CONTRACTOR as per payment milestones identified in the Project Plan.

Maintenance Phase Deliverables

CONTRACTOR will provide the following Deliverables during the course of the Maintenance Phase of the Contract as indicated:

J. On-site Support

During the beginning of the Maintenance Phase, until the end of that month which is twenty four (24) months following the Production Date, CONTRACTOR will have a support person available full-time on-site. Thereafter, extended on-site support may be provided year to year as an Optional Deliverable pursuant to Deliverable P "Extended On-site Support" if the COUNTY gives CONTRACTOR written notice of the COUNTY's request that CONTRACTOR do so, such written requests to be furnished at least ninety (90) days before the end of the applicable fiscal year.

The on-site support person will provide general system support as may be deemed necessary by the COUNTY to make backups, restore systems, make configuration changes for the CustomCAMA system, and other related systems as may be in use at the COUNTY's facilities. The on-site support person will primarily report to CONTRACTOR's project manager but will routinely receive directions from and interact directly with the COUNTY's management. The on-site support person will serve as a technical resource to facilitate turnkey system operation of CONTRACTOR's products and to provide general technical support for enhancement of the COUNTY's overall operations

CONTRACTOR Responsibilities:

CONTRACTOR will be fully responsible as employer of its on-site person for all payroll, taxes, benefits, and conditions of employment. CONTRACTOR will regularly monitor the performance of its on-site person, will provide continuing training as necessary, and will warrant the adequacy of the person's technical skills. CONTRACTOR will provide suitable replacement personnel in the event the on-site person must take an extended leave of absence for any reason. For short term absences, such as vacations, sick leave, or scheduled training classes, CONTRACTOR will temporarily base another member of its technical support staff at CONTRACTOR's facility.

COUNTY Responsibilities:

The COUNTY will be responsible for monitoring the day to day activities of the on-site support person. The COUNTY may assign tasks, specify daily responsibilities, and have the right to exercise general management oversight of the on-site support person. If the COUNTY requests that CONTRACTOR's on-site support person provide technical support to third party systems of the COUNTY, which systems are unrelated to CONTRACTOR's product offerings, and training of the on-site person is required to render such support, then the

COUNTY shall facilitate such training by allowing the on-site person adequate time to receive such training and by reimbursing CONTRACTOR for all training expense. The COUNTY shall furnish sufficient office space for the on-site support person, along with a telephone, personal computer, access to printers and copying equipment, Internet connectivity, and access to existing computer and networking systems.

Deliverables:

A qualified on-site support person with the following minimum requirements:

- a) Certified in AIX 5.1 or higher;
- b) Certified HACMP;
- c) Oracle DBA; and
- d) Familiar with STI product line.

Acceptance Testing:

1. At the COUNTY'S discretion at the end of each fiscal quarter the COUNTY will provide CONTRACTOR with a written review of the performance of CONTRACTOR's on-site support person.
2. In the event any performance review discloses that CONTRACTOR's on-site support person is failing to provide an acceptable level of service, then CONTRACTOR shall replace the on-site support person no later than sixty (60) days thereafter.

Prerequisites to CONTRACTOR's performance:

The COUNTY must provide appropriate and adequate facilities and equipment required by CONTRACTOR's on-site support person and must timely report on that person's performance. If the COUNTY desires to have uninterrupted on-site support throughout the entire Maintenance Phase, then it must give timely notice to CONTRACTOR of its intent to purchase extended on-site support as an Optional Deliverable in accordance with Deliverable P "Extended On-site Support."

Payment:

During the first twenty-four (24) months of the Maintenance Phase, the COUNTY will pay for the on-site support person provided by CONTRACTOR as part of the Maintenance Service Fees. Thereafter, the COUNTY will pay for the on-site support person quarterly or at the end of each month during which such support has been provided at the rates provided for in the Pricing and Payment Schedule, Appendix "B."

K. Basic Maintenance Services

CONTRACTOR shall provide to the COUNTY the software support, training, and warranty services necessary to maintain the COUNTY's Custom CAMA system, and its components consisting of the COUNTY's real estate system, tangible system, management system, and operational support ("Warranty and Repair Services").

CONTRACTOR Responsibilities:

CONTRACTOR will provide resources necessary to correct system deficiencies within the time frames specified below such that the system operates as documented and designed. CONTRACTOR will provide the COUNTY with a mechanism for reporting system problems and to receive information regarding the status of any reported issue. CONTRACTOR will keep records of the number of man-hours devoted to Warranty and Repair Services, but shall be paid the amounts set forth in Appendix "B" "Table B-3 Maintenance Fee Schedule," regardless of how many hours may actually be required for CONTRACTOR to provide Warranty and Repair Services. CONTRACTOR shall be accessible to assist the COUNTY's staff as requested in solving problems, performing upgrades and enhancements, implementing work-arounds when necessary, and providing recommendations as to the optimum utilization of the Custom CAMA system. As part of Warranty and Repair Services, CONTRACTOR is primarily responsible for supporting the COUNTY's CAMA system and related environments and shall not be primarily responsible, but will provide assistance to the extent it does not conflict with CONTRACTOR's primary responsibilities, for desktop PC administration and support, third party systems, and non-CAMA related systems.

COUNTY Responsibilities:

The COUNTY shall keep at CONTRACTOR's office at least one of each of any third party hardware and software item for use by STI in testing and development provided that the CONTRACTOR does not already have the necessary resources available at its office. This may include bar code scanners, signature capture devices, and similar non-standard third party hardware or software that may be utilized by the COUNTY. The COUNTY shall provide CONTRACTOR with such other equipment and software licenses as may be required from time to time on an as-needed basis in order for CONTRACTOR to provide Basic Maintenance Service for the COUNTY. All equipment owned by the COUNTY shall be returned by CONTRACTOR to the COUNTY upon the termination of this Contract, except that CONTRACTOR may return any of the COUNTY's equipment earlier if it is no longer in use or is not required to recover from system failures. The COUNTY shall retain and maintain sufficient trained and knowledgeable staff necessary to support its computer systems and end users in the day to day operation of the COUNTY's Custom CAMA system. Specifically, absent CONTRACTOR's express undertaking to accept additional responsibility as part of providing an Optional Service during a particular year, the COUNTY's staff shall routinely handle all backups, workstation installations and

maintenance, design of custom reports, and network administration tasks. None of the Maintenance Services provided by CONTRACTOR under this Contract are intended to substitute for or be in lieu of the services otherwise provided by the COUNTY's existing information technology personnel or other third party contractors.

Deliverables:

1. Knowledgeable, trained, and qualified personnel of CONTRACTOR available to provide Basic Maintenance Services in accordance with CONTRACTOR's Responsibilities.
2. During the Maintenance Phase, CONTRACTOR shall provide Warranty and Repair Services by dedicating sufficient personnel and resources as may be necessary to investigate, remediate, and eliminate where reasonably possible, all software errors that may be identified or discovered in the Custom CAMA system. CONTRACTOR's obligation to address software errors is not limited in any way by the amount of personnel time that may be required, either at any particular time or in the aggregate during the Maintenance Phase, on the part of CONTRACTOR to fix any software errors. Notwithstanding any estimates as to the number of man-hours of service to be performed by CONTRACTOR as part of Basic Maintenance Services, CONTRACTOR shall devote whatever time may be necessary to continue to fix software errors as part of Warranty and Repair Services throughout the Maintenance Phase.
3. CONTRACTOR will provide the COUNTY with a pager or other suitable phone number that may be used for requesting CONTRACTOR's support twenty-four (24) hours per day, seven (7) days a week whenever CONTRACTOR personnel are not otherwise in the COUNTY's office. All pages shall be returned by CONTRACTOR personnel in no less than four (4) hours. Depending upon the nature of the problem, CONTRACTOR will respond expeditiously and appropriately to address the COUNTY's needs for Basic Maintenance Service. How quickly CONTRACTOR is required to respond to a particular problem affects how CONTRACTOR may deploy its resources. CONTRACTOR will work on issues and dispatch its personnel as necessary to meet the COUNTY's needs, however, CONTRACTOR can not and will not be responsible for any delays that may occur in shipment of replacement parts or the arrival of third party personnel. The COUNTY acknowledges that CONTRACTOR is not and can not guarantee resolution times, since problems can be of varying causes and magnitudes. Moreover, CONTRACTOR may determine some problems are not immediately resolvable, thereby necessitating alternative plans or accommodations on the part of the COUNTY while CONTRACTOR continues to resolve the problem.
4. As part of Warranty and Repair Services, CONTRACTOR will respond immediately with all available staff as may be necessary to restore the COUNTY's Custom CAMA system to on-line operation should the COUNTY experience a total loss of service at any time during the Maintenance Phase of this

Contract. Additionally, in the event of prolonged delays in restoring the COUNTY's Custom CAMA system to on-line operation, CONTRACTOR will recommend and make available alternative means for accomplishing the COUNTY's work until partial or complete restoration of operation of the COUNTY's Custom CAMA system has been achieved.

5. As part of Warranty and Repair Services, CONTRACTOR shall perform all required software modifications and provide any operational support necessary to assure the COUNTY's Custom CAMA system and related components continue to comply with all Florida statutes and state reporting requirements including, but not limited to Real Estate valuation and assessment, tangible property valuation and assessment, TRIM notices, recapitulation of values, exemption processing, and the extension of the certified tax roll as defined by Florida statutes and Department of Revenue guidelines, and furthermore, that the system remains capable of calculating all property values and assessments in a manner consistent with the COUNTY's current methods. As laws or official reporting requirements may change, CONTRACTOR will incorporate appropriate changes into the COUNTY's software in sufficient time to assure the COUNTY's continued compliance with such all laws, regardless of the number of personnel or man-hours that may be required of CONTRACTOR to do so. When any new methods prescribed by law are subject to interpretation, CONTRACTOR will consult closely with the COUNTY to determine the implementation most appropriate for the COUNTY, and CONTRACTOR will then effect that implementation upon the COUNTY's written directive to do so.
6. Basic Maintenance Services do not include the repair or replacement of any of the COUNTY's hardware or equipment. CONTRACTOR will not attempt to fix any of the COUNTY's hardware that may be broken or inoperable. Nevertheless, CONTRACTOR shall coordinate with those other vendors who may be providing services to the COUNTY pursuant to the COUNTY's hardware maintenance contracts. Except as otherwise agreed to pursuant to Deliverable S "Additional Projects," CONTRACTOR's role shall be limited to overseeing the replacement of faulty equipment or assigning the repair task to hardware support vendors engaged by the COUNTY. CONTRACTOR will assist the COUNTY in diagnosing hardware failures and determining the need for replacement or upgrade of hardware components. In this regard, CONTRACTOR will primarily be assisting the COUNTY with its server needs, but can also be consulted by the COUNTY for recommendations and suggestions concerning personal computers, printers, scanners, and other related equipment.
7. Unless the COUNTY elects for CONTRACTOR to provide it with server hardware maintenance, network hardware maintenance, or personal computer repairs pursuant to Deliverable S "Additional Projects," the COUNTY will have separately arranged with IBM or its contractor for server hardware maintenance and repair, will have contracted with ETSD for network hardware maintenance and repair, and will be relying upon manufacturer's warranties with respect to the repair of personal computers. Except only as may be expressly provided for pursuant to Deliverable S "Additional Projects," the parties do not intend that

CONTRACTOR shall principally handle any hardware problems for the COUNTY, but rather shall only be a single point of contact as a convenience for the COUNTY to facilitate the COUNTY's overall support and operation of its information technology systems. In any event, should some replacement hardware or parts or supplies be acquired or arranged for by CONTRACTOR for utilization with respect to the COUNTY's hardware and CONTRACTOR is not otherwise obligated to furnish such replacements pursuant to Deliverable S "Additional Projects," the COUNTY shall pay for them directly to the vendor or shall promptly reimburse CONTRACTOR in full, as the case may be.

8. Basic Maintenance Services do not include the repair or replacement of the COUNTY's network operating systems or related hardware. The COUNTY may request CONTRACTOR to participate with the COUNTY or other vendors in network planning, design, installation, problem resolution, purchasing, and configuration. As part of Basic Maintenance Services, it is contemplated that CONTRACTOR will act as an advisor and consultant only with respect to issues involving the COUNTY's computer networks and only as may be requested from time to time by the COUNTY. CONTRACTOR will not be responsible for the operation or repair of the COUNTY's network systems.
9. CONTRACTOR expects to provide a reasonable amount of Basic Maintenance Services on-site because doing so helps to sustain CONTRACTOR's familiarity with the COUNTY's hardware configuration, software utilization, and work processes and to improve and enhance communication with the COUNTY's staff. Because on-site support is more costly for CONTRACTOR to furnish, however, and because CONTRACTOR's offices provide a better development and testing environment, CONTRACTOR will balance the amount of Maintenance Services it provides on-site for the COUNTY with Maintenance Services rendered off-site throughout the Maintenance Phase (subject only to, and consistent with, CONTRACTOR's obligation to have at least one person on-site as required in Deliverable J above).
10. CONTRACTOR anticipates having at least one to four persons engaged in providing Basic Maintenance Services to the COUNTY at any given time throughout the Maintenance Phase. In any event, CONTRACTOR will always have at least one person who is accessible to provide Basic Maintenance Services for the COUNTY and who is familiar with the COUNTY's Custom CAMA system in addition to any on-site support persons provided by CONTRACTOR as required in Deliverable J above).
11. CONTRACTOR shall maintain a development environment at its offices that includes, but is not limited to an IBM Risc/6000, Standard PC's, HP laser printers with PCL5, Delphi Version 6 programming language, C compiler, networked file server. ESRI ARCIMS, and Relational Database.

Acceptance Testing:

1. At the COUNTY's discretion at the end of each fiscal quarter, the COUNTY may provide CONTRACTOR with a written review of the performance of CONTRACTOR's on-site support person.
2. The CustomCAMA system will always compute appropriate values in compliance with all applicable Florida and federal law.
3. Should CONTRACTOR fail to respond reasonably to any request by the COUNTY for Basic Maintenance Services, then the COUNTY, at its option, may suspend any further payments for Maintenance Services as they become due until such time as CONTRACTOR has complied with its responsibilities to the COUNTY by responding and becoming current in substantially performing its obligation to provide Basic Maintenance Services. Upon such compliance, the COUNTY agrees to make all payments immediately that have been suspended. The COUNTY will notify CONTRACTOR, in writing, either delivered in person, by fax, by electronic mail the delivery of which has been confirmed, or by certified mail, of the COUNTY's intention to suspend payment.

Prerequisites to CONTRACTOR's performance:

1. The COUNTY must provide telecommunications equipment and services to enable remote access from CONTRACTOR's office to the COUNTY's computing facilities throughout the Maintenance Phase. The COUNTY shall provide an adequate, T1, frame-relay, or VPN connection to allow it to have direct access to the Internet, CONTRACTOR's office network, any disaster recovery equipment, and to provide a means for mail forwarding and CONTRACTOR access to the COUNTY's network. CONTRACTOR shall consult with and advise the COUNTY on the appropriate data connection to be maintained, but the COUNTY shall ultimately be responsible for arranging to have sufficient bandwidth available that is adequate at all times for data transfers and communication.
2. The COUNTY must allow CONTRACTOR to have reasonable access to the COUNTY's facilities throughout the Maintenance Phase. The COUNTY shall furnish CONTRACTOR's employees' with such identification, badges and other credentials as may be required to permit them to gain access to or exit from the COUNTY's facilities during working hours and off-hours. Any and all badges, tags and other identification issued by the COUNTY to any CONTRACTOR employee shall be returned by CONTRACTOR to the COUNTY within twenty-four hours of the date when that employee ceases to be assigned to the COUNTY's project.
3. The COUNTY must provide timely written notice of its request for extended on-site support. The COUNTY must provide appropriate and adequate facilities and equipment required by CONTRACTOR's on-site support person and must timely report on that person's performance.

4. The COUNTY must employ and retain sufficient qualified and knowledgeable staff necessary to support its computer systems and maintain the competency of its end users in the day to day operation of the Custom CAMA system, subject only to CONTRACTOR's specific undertaking to provide some portion of such support as part of Optional Services.
5. The COUNTY must provide any particular equipment or software used by the COUNTY, which is not otherwise part of CONTRACTOR's existing development environment, but that the COUNTY desires to have integrated with CONTRACTOR's software.

Payment:

Payments shall be made quarterly during the Maintenance Phase in accordance with the Maintenance Pricing and Payment Terms, Appendix "C."

L. Enhancement Maintenance Services

CONTRACTOR shall provide to the COUNTY on-going continuous development services necessary to maintain the COUNTY's Custom CAMA system, and its components consisting of the COUNTY's real estate system, tangible system, management system, and operational systems for appraisal and state reporting. As part of Enhancement Maintenance Services, CONTRACTOR will provide upgrades, enhancements, and other tailoring to meet the particular and specific needs of the Property Appraiser ("Enhancement Services"). The specific amount and nature of Enhancement Services shall be as agreed upon by the parties throughout the duration of the Maintenance Phase.

CONTRACTOR Responsibilities:

CONTRACTOR will have a minimum of one persons engaged full time in rendering Enhancement Maintenance Services to the COUNTY during the period from the commencement of the Maintenance Phase until the beginning of the first full fiscal year of the Maintenance Phase. During the first, second and third full fiscal years of the Maintenance Phase CONTRACTOR will also have a minimum of one person engaged full time in rendering Enhancement Maintenance Services. Regardless of the time that may be required for CONTRACTOR to properly render Basic Maintenance Services, CONTRACTOR shall also provide Enhancement Services as part of Enhancement Maintenance Services, limited however to the number of hours specified in Appendix "B" "Table B-3 Maintenance Fee Schedule." As part of Enhancement Maintenance Services, CONTRACTOR shall provide enhancements and modifications to the CustomCAMA system as identified by the COUNTY and as prioritized by the COUNTY, but the COUNTY acknowledges that, depending upon the amount of time required for CONTRACTOR to provide for Basic Maintenance Services, the staff resources which CONTRACTOR can reasonably make available to work on enhancements may be limited to the hours as specified in Appendix "B" "Table

B-3 Maintenance Fee Schedule.” System enhancements are not the essence of the Basic Maintenance Services and the amounts fixed for Basic Maintenance Services necessitates that CONTRACTOR may decline to perform further enhancements in the event that performance of an enhancement would cause either CONTRACTOR’s staffing levels or man-hours worked to exceed the limits as specified in Appendix “B” “Table B-3 Maintenance Fee Schedule,” for Enhancement Maintenance Services. As part of Basic and Enhancement Maintenance Services, CONTRACTOR is primarily responsible for supporting the COUNTY’s CAMA system and related environments and shall not be primarily responsible, but will provide assistance to the extent it does not conflict with CONTRACTOR’s primary responsibilities, for desktop PC administration and support, third party systems, and non-CAMA related systems.

COUNTY Responsibilities:

The COUNTY shall provide CONTRACTOR’s with system requirements and scopes of work to define enhancement requests sufficient for STI to complete the desired implementation. In the event the COUNTY requests that STI integrate or support specific third party hardware or software, COUNTY shall provide STI with such hardware and software to facilitate the integration and to provide on-going support, or COUNTY shall make such hardware and software available to STI via the interoffice network if such access is sufficient. All equipment owned by the COUNTY shall be returned by CONTRACTOR to the COUNTY upon the termination of this Contract, except that CONTRACTOR may return any of the COUNTY’s equipment earlier if it is no longer in use or is not required to recover from system failures. The COUNTY shall retain and maintain sufficient trained and knowledgeable staff necessary to support its computer systems and end users in the day to day operation of the COUNTY’s Custom CAMA system. Specifically, absent CONTRACTOR’s express undertaking to accept additional responsibility as part of providing an Optional Service during a particular year, the COUNTY’s

Deliverables:

1. Knowledgeable, trained, and qualified personnel of CONTRACTOR available to provide Enhancement Maintenance Services in accordance with CONTRACTOR’s Responsibilities.
2. As part of Enhancement Maintenance Services, CONTRACTOR shall enhance and upgrade the Custom CAMA system as directed by the COUNTY, subject only to the limitations on man-hours as provided in Appendix “B” “Table B-3 Maintenance Fee Schedule.” CONTRACTOR will remain sensitive to identify enhancements or modifications to benefit the COUNTY’s Custom CAMA system, including the integration of new technologies, software systems and modules, appraisal methodologies, and custom features to suit the needs of the COUNTY’s staff. Before devoting time to effect any enhancement, CONTRACTOR shall first await the COUNTY’s final written direction to proceed. Occasionally, some enhancement request may be determined to be

beyond the scope of Enhancement Maintenance Services because the man-hours required would exceed the limitations specified for Enhancement Maintenance Services in Appendix B, "Table B-3 Maintenance Fee Schedule", because of the significant software development resources required. In that event, the COUNTY may authorize the request to be undertaken as an Enhanced Development under Deliverable R. The determination of which requests necessitate Enhanced Development depends upon the effort required for completion and the time frame within which the COUNTY wants to have the request completed

Acceptance Testing:

1. The acceptance testing criteria will be determined as part of the scope of work or enhancement request made by the COUNTY.

Prerequisites to CONTRACTOR's performance:

1. The COUNTY must expressly request and will then cooperatively assist CONTRACTOR during the Maintenance Phase to define and specify any system enhancements the COUNTY desires. CONTRACTOR will respond to any COUNTY request for an enhancement with an initial written estimate of the development time required to complete the enhancement and CONTRACTOR's estimate of the resources then currently available to work on the enhancement. The COUNTY must then notify CONTRACTOR in writing whether to proceed with the enhancement request as part of Basic Maintenance Service, to not proceed with the enhancement request, or to submit a proposal to the COUNTY for Enhanced Development.
2. In effecting any enhancement, the COUNTY must fully cooperate with CONTRACTOR's reasonable requests for information. The COUNTY must timely and expeditiously communicate the COUNTY's specifications for all system enhancements, and the COUNTY acknowledges that if it later alters its specifications or decisions, once made, with respect to specific system enhancements that CONTRACTOR's ability to complete that enhancement or undertake further enhancements during the term of this Maintenance Agreement may be compromised.

Payment:

Payments shall be made quarterly during the Maintenance Phase in accordance with the Maintenance Pricing and Payment Terms, Appendix "C." and the Pricing and Payment Schedule, Appendix "B".

Optional Deliverables

CONTRACTOR will provide one or more of the following Optional Deliverables during the course of the Contract whenever the COUNTY notifies CONTRACTOR in writing of the COUNTY's election to purchase a particular Optional Deliverable, as follows:

M. Paper-Based Traverse Conversion

CONTRACTOR will convert the COUNTY's paper-based traverses into the CustomCAMA system. The COUNTY will assemble and make all documents available to CONTRACTOR for transfer to CONTRACTOR's conversion facility, either in paper copies or electronic form. CONTRACTOR will transfer the documents, and affix a bar code label of the parcel ID number and the building number. CONTRACTOR shall scan all paper-based documents it receives in order to create electronic image files. CONTRACTOR will input all image files in an acceptable format, such as jpeg, gif, PDF, or bmp, and will then store the images in a manner consistent with CONTRACTOR's standard CustomCAMA procedures. Images of all documents will be available for viewing from within the CustomCAMA system. CONTRACTOR will input traverse strings in CONTRACTOR's standard formats such that the resulting traverse will be viewable from within the CustomCAMA application and that all sub areas will calculate gross areas consistent with the original drawing dimensions. Upon completion, CONTRACTOR will return all original documents to the COUNTY.

At its option, the COUNTY may choose to scan some or all of its paper-based documents and create image files for delivery to CONTRACTOR in an acceptable electronic format, such as jpeg, gif, PDF, or bmp. All electronic files shall be provided to CONTRACTOR's conversion facility in such form as may be reasonably necessary for input into the CustomCAMA system

CONTRACTOR Responsibilities:

CONTRACTOR will be responsible for transfer of paper-based documents to and from its conversion facility. CONTRACTOR will identify traverses that have errors in measurements that prevent closure of the property. CONTRACTOR will attempt to force closure on sub areas to result in area calculations consistent with specified areas.

COUNTY Responsibilities:

COUNTY personnel will identify paper based traverse documents, undertake scanning, if the COUNTY elects to handle scanning and assist CONTRACTOR personnel in the organization of the documents for shipment and return. COUNTY personnel will fix any errors in the drawings to ensure closure of building sub areas and to correct invalid measurements. Upon completion and return of the documents to the COUNTY, it will re-file documents into its file

system or move the documents to an appropriate COUNTY owned storage facility.

Date of Delivery:

CONTRACTOR will deliver converted drawings and image files of all drawings as completed on a monthly basis.

Deliverables:

1. Image files of all drawings to be attached to parcels for view from the CustomCAMA system.
2. Image files for insertion into the FYI image system to be inserted into FYI software through an automated process as enabled by the FYI software.
3. Building traverses in CONTRACTOR's traverse format.
4. Calculations of sub areas using traverse strings.
5. Report of calculated areas compared to areas as supplied.

Acceptance Testing:

1. CONTRACTOR will compare traverse areas calculated from traverse strings in the CustomCAMA system with areas derived from paper data using the COUNTY's existing system.
2. Any parcels with a deviation in area calculations of less than five percent (5%) will be deemed acceptable.
3. Any parcels with a deviation in area calculations greater than five percent (5%) will be returned to the COUNTY for verification of original data.
4. The COUNTY will verify that images inserted into the FYI software system can be retrieved and reviewed by the FYI standard user interface.

Prerequisites to CONTRACTOR's performance:

The FYI software must support script based or program interface based automatic insertion of images into its system. The COUNTY must provide CONTRACTOR with the API interface at least thirty (30) days prior to the start of the conversion task as scheduled in the Project Plan.

Payment:

Payments will be made quarterly for all documents converted during the preceding three (3) months in accordance with the acceptance criteria.

N. Disaster Recovery Services

CONTRACTOR will provide for regular transfer to CONTRACTOR of the COUNTY's CAMA data, which includes all data as stored in the COUNTY's RDBMS on the production server. Transferred data will be stored at

CONTRACTOR's primary facility in Winter Park, Florida on CONTRACTOR's disaster recovery server. In the event of COUNTY system failure, CONTRACTOR will load the COUNTY's data and make that data available to COUNTY personnel for interactive use, transfer back to the COUNTY's own equipment, or access by means of Internet services.

CONTRACTOR Responsibilities:

CONTRACTOR will be responsible for providing data extraction routines and data hosting and storage facilities adequate to host CAMA data. CONTRACTOR will provide reasonable backup facilities of its hosting equipment and power backup equipment including tape storage, fireproof media storage, and UPS backup capable of sustaining power for at least two (2) hours. CONTRACTOR shall configure and operate its off-site server so as to fully mirror the COUNTY's data base at least daily. In the event the COUNTY notifies CONTRACTOR of a disaster or system failure necessitating disaster recovery, CONTRACTOR shall respond immediately with all qualified personnel necessary to expeditiously bring the COUNTY's systems back on line and to facilitate potential alternative means for accomplishing the COUNTY's essential work in the interim.

COUNTY Responsibilities:

The COUNTY will be responsible for maintaining a high speed data circuit between its site and CONTRACTOR'S facility for the purpose of data transfer, remote access, and enabling general support by CONTRACTOR. The COUNTY shall also maintain internal backup capabilities and will perform its own regular backups on its systems either using CONTRACTOR's support personnel or COUNTY personnel.

Deliverables:

1. Secure remote backup capability off-site.
2. Scripts and/or programs that backup, transfer, and load database images from the COUNTY's CustomCAMA system to CONTRACTOR's backup facility on a regular schedule.
3. Capability for COUNTY staff members to access and run the CustomCAMA application from remote locations using either the office-to-office data circuit or VPN access by means of the Internet.

Acceptance Testing:

Upon the COUNTY's request, at least once each fiscal year during the Maintenance Phase, CONTRACTOR will conduct a full restoration of the COUNTY's System to the COUNTY's production server.

The COUNTY will verify that the test restoration is complete, uncorrupted, and operational.

Prerequisites to CONTRACTOR's performance:

The COUNTY shall notify CONTRACTOR in writing at least thirty (30) days prior to any fiscal year that the COUNTY elects for CONTRACTOR to provide Disaster Recovery Services.

Payment

Payments shall be made quarterly in accordance with the Pricing and Payment Schedule, Appendix "B."

O. Internet Connectivity

CONTRACTOR will provide the COUNTY with Internet Connectivity to host and support the COUNTY's website.

CONTRACTOR Responsibilities:

CONTRACTOR will be responsible for providing all hosting and support for the COUNTY's website, including participation in network planning, design, installation, problem resolution, purchasing, configuration, hosting, file transfer, and site updates for the COUNTY's Internet website.

COUNTY Responsibilities:

The COUNTY will cooperate with CONTRACTOR's personnel to approve the design, look, and feel of the COUNTY's website. The COUNTY will be responsible for operating and maintaining all databases from which its Internet website may draw information. The COUNTY shall provide a frame-relay connection with sufficient band-width adequate to facilitate direct access to the Internet and provide a means for CONTRACTOR's access to the COUNTY's network.

Deliverables:

1. Fully functional website, including all appropriate links and displays of data.
2. All hosting and connectivity necessary to sustain website on a round the clock basis.
3. Capability for COUNTY staff members to access and update the website from remote locations in a secure and effective fashion.

Acceptance Testing:

1. Absent routine maintenance during late evening or early morning hours, the COUNTY will be able to view the website from any point connected to the Internet.
2. The COUNTY will test all links and data displays to assure they are functional and correctly point to the proper underlying information.

Prerequisites to CONTRACTOR's performance:

1. CONTRACTOR will not commence provision of Internet Connectivity without prior written approval from the COUNTY and only upon receipt of a valid authorization specifying the scope of work.
2. The COUNTY shall provide an adequate frame-relay connection to allow it to have direct access to the Internet, CONTRACTOR's office network, and to provide a means for mail forwarding and CONTRACTOR access to the COUNTY's network. COUNTY must assure that it has acquired sufficient bandwidth as to be adequate at all times for high-speed data transfers and Internet access...

Payment

Payments shall be made quarterly in accordance with the Pricing and Payment Schedule, Appendix "B."

P. Extended On-site Support

Following the first 24 months of on-site maintenance support, CONTRACTOR will employ an on-site full-time support person to provide general system support as may be deemed necessary by the COUNTY to make backups, restore systems, make configuration changes for the CustomCAMA system, and other related systems as may be in use at the COUNTY's facilities. The on-site support person will primarily report to CONTRACTOR's project manager but will routinely receive directions from and interact directly with the COUNTY's management. The on-site support person will serve as a technical resource to facilitate turnkey system operation of CONTRACTOR's products and to provide general technical support for enhancement of the COUNTY's overall operations.

CONTRACTOR Responsibilities:

CONTRACTOR will be fully responsible as employer of its on-site person for all payroll, taxes, benefits, and conditions of employment. CONTRACTOR will regularly monitor the performance of its on-site person, will provide continuing training as necessary, and will warrant the adequacy of the person's technical skills. CONTRACTOR will provide suitable replacement personnel in the event the on-site person must take an extended leave of absence for any reason. For short term absences, such as vacations, sick leave, or scheduled training classes, CONTRACTOR will temporarily base another member of its technical support staff at CONTRACTOR's facility.

COUNTY Responsibilities:

The COUNTY will be responsible for monitoring the day to day activities of the on-site support person. The COUNTY may assign tasks, specify daily responsibilities, and have the right to exercise general management oversight of the on-site support person. If the COUNTY requests that CONTRACTOR's on-site support person provide technical support to third party systems of the COUNTY, which systems are unrelated to CONTRACTOR's product offerings,

and training of the on-site person is required to render such support, then the COUNTY shall facilitate such training by allowing the on-site person adequate time to receive such training and by reimbursing CONTRACTOR for all training expense. The COUNTY shall furnish sufficient office space for the on-site support person, along with a telephone, personal computer, access to printers and copying equipment, Internet connectivity, and access to existing computer and networking systems.

Deliverables:

A qualified on-site support person with the following minimum requirements:

- a) Certified in AIX 5.1 or higher;
- b) Certified HACMP;
- c) Oracle DBA; and
- d) Familiar with STI product line.

Acceptance Testing:

1. At the COUNTY'S discretion at the end of each fiscal quarter the COUNTY may provide CONTRACTOR with a written review of the performance of CONTRACTOR's on-site support person.
2. In the event any performance review discloses that CONTRACTOR's on-site support person is failing to provide an acceptable level of service, then CONTRACTOR shall replace the on-site support person no later than sixty (60) days thereafter.

Prerequisites to CONTRACTOR's performance:

The COUNTY must provide timely written notice of its request for extended on-site support. The COUNTY must provide appropriate and adequate facilities and equipment required by CONTRACTOR's on-site support person and must timely report on that person's performance.

Payment:

The COUNTY will pay for the on-site support person provided by CONTRACTOR at the end of each month during which such support has been provided at the rates provided for in the Pricing and Payment Schedule, Appendix "B."

Q. Enhanced Third Party Interfaces

CONTRACTOR will develop Enhanced Third Party Interfaces to support automatic and dynamic update of CustomCAMA and Mainframe data using third party, middleware software such as VEGA Soft or SNA Server. The interfaces will allow that as changes or updates are made to the data on the CustomCAMA system, the corresponding data will be simultaneously appropriately updated on the third party

servers. Data changes on the third party servers will be automatically passed by the interface to the CustomCAMA system for update of the corresponding data on the CustomCAMA database.

CONTRACTOR Responsibilities:

CONTRACTOR will write the software programs and include in its source code the functions required to implement all Enhanced Third Party Interfaces. CONTRACTOR will investigate the third party software system, middle ware servers, and available industry techniques to accomplish the desired functionality and will make recommendations to the COUNTY. CONTRACTOR will provide an API for COUNTY programmers to use to update data on the CustomCAMA system from the third party systems using the specified middleware software.

COUNTY Responsibilities:

The COUNTY will be responsible for making the ultimate selection and acquisition of all third party technology required to support the desired Enhanced Third Party Interfaces. The COUNTY will define the functional requirements for each interface desired and work with the CONTRACTOR to evaluate alternatives. The COUNTY will make available to CONTRACTOR all existing data transfer methods currently in use by the COUNTY and will provide access to personnel familiar with the implementation of those methods. The COUNTY will be responsible for configuration and operation of software on the third party systems that pass data changes to the CustomCAMA system for updating.

Deliverables:

1. Evaluation and Recommendation report on enhanced third party interfaces.
2. Specification of enhanced third party system interfaces.
3. Setup and deployment of middleware software and utilities required to implement the enhanced third party system interface selected.
4. Implementation of software to complete the desired functionality.
5. API interface to enable the middleware software to update the CustomCAMA data and to invoke CustomCAMA actions.

Acceptance Testing:

1. The COUNTY will make changes to parcel records and verify all those updates have been correctly made on the third party system.
2. The COUNTY will make changes to data on third party systems and verify those changes have been correctly updated on the CustomCAMA system.

Prerequisites to CONTRACTOR's performance:

CONTRACTOR will not commence any work on any Enhanced Third Party Interface without prior written approval from the COUNTY and only upon receipt

of a valid authorization specifying the scope of work. The COUNTY must provide CONTRACTOR with personnel knowledgeable in the systems with which the CustomCAMA system is to interface and with all documentation concerning those systems necessary for CONTRACTOR to properly design the interface.

Payment:

Payment will be monthly or according to other agreeable payment provisions specified in the COUNTY's written authorization directing CONTRACTOR to proceed with the Enhanced Third Party Interface.

R. Enhanced Development

As a result of unanticipated time spent providing Basic Maintenance Services or as a result of the COUNTY's inability to timely specify details for system enhancements or the COUNTY's changes of specifications with regard to particular enhancements, an enhancement request may be determined by CONTRACTOR to be beyond the scope of Basic Maintenance Services due to the excessive man-hours and the significant software development resources required. In the event CONTRACTOR is not able to undertake or complete particular system enhancements in a manner fully satisfactory to the COUNTY after devoting CONTRACTOR's resources at the levels otherwise specified as part of Enhancement Maintenance Services under Deliverable L, then the COUNTY may engage CONTRACTOR to provide the Enhanced Development necessary complete any remaining system enhancements on a time and materials basis.

CONTRACTOR Responsibilities:

CONTRACTOR will provide cost proposals and estimates of time required to complete each enhancement requested by the COUNTY. CONTRACTOR will complete any enhancement requests authorized by the COUNTY in accordance with the particular specifications and work orders as may be defined by the COUNTY.

COUNTY Responsibilities:

The COUNTY must adequately document the nature of the enhancement sought and define the scope of work in its written authorization to CONTRACTOR, including design parameters, specifications, time schedules, and acceptance criteria.

Deliverables:

All Deliverables will be defined in the COUNTY's written authorization requesting the Enhanced Development.

Acceptance Testing:

Criteria for Acceptance Testing shall be as specified in the COUNTY's written authorization for the Enhanced Development.

Prerequisites to CONTRACTOR's performance:

CONTRACTOR will not commence any work on Enhanced Development without prior written approval from the COUNTY and only upon receipt of a valid authorization specifying the scope of work and agreeable pricing for that work.

Payment:

CONTRACTOR may charge for Enhanced Development on a time and materials basis at an hourly rate to be agreed upon between the CONTRACTOR and the COUNTY in accordance with the Pricing and Payment Schedule. Payment will be monthly or according to other agreeable payment provisions specified in the COUNTY's written authorization directing CONTRACTOR to proceed with the enhancement.

S. Additional Projects

CONTRACTOR will complete Additional Projects, including, but not limited to additional CAMA software development, AVR reporting utilities, GIS interfaces, mass appraisal model calibration and calibration software programs, reappraisal services, field data collection services, creation of custom field collection devices and software, system administration, database administration, network consulting, network integration and configuration, performance tuning of third party system, and diagnostic services as may be requested and specified by the COUNTY in writing.

CONTRACTOR Responsibilities:

CONTRACTOR will provide cost proposals and estimates for all Additional Projects requested by the COUNTY. CONTRACTOR will complete any projects authorized by the COUNTY based on specifications and work orders as defined by the COUNTY.

COUNTY Responsibilities:

The COUNTY will define the scope of work for Additional Projects in its written authorizations, including specifications, time schedules, and acceptance criteria.

Deliverables:

All Deliverables will be defined within the COUNTY's written authorization specifying the Additional Project's scope of work.

Acceptance Testing:

Criteria for Acceptance Testing shall be as specified in the COUNTY's written authorization for the Additional Project.

Prerequisites to CONTRACTOR's performance:

CONTRACTOR will not commence any work on additional projects without prior written approval from the COUNTY and only upon receipt of a valid authorization specifying the scope of work.

Payment:

Payment will be monthly or according to other agreeable payment provisions specified in the COUNTY's written authorization directing CONTRACTOR to proceed with the Additional Project.

T. Third Party Hardware and Software

CONTRACTOR will provide third party hardware and software to COUNTY as requested by COUNTY through written purchase orders submitted to CONTRACTOR in accordance with this Agreement. Third party hardware and software may include, but is not limited to, Relation Database Software Licenses, IBM Operating System Licenses, Microsoft Operating Systems and Licenses, Microsoft Office applications, Mail Systems, Imaging Software, Adobe Acrobat, PC's, monitors, terminals, signature capture devices, scanners and other third party products used by the Property Appraiser.

CONTRACTOR Responsibilities:

CONTRACTOR will provide cost proposals and estimates for any specific items of third party hardware or software the COUNTY is considering or intending to purchase for use by the Property Appraiser, as requested by the COUNTY. No third party hardware or software will be provided to the COUNTY by CONTRACTOR except pursuant to a written purchase order signed by the Project Manager.

COUNTY Responsibilities:

The COUNTY will provide CONTRACTOR with written requests for price estimates or proposals for any third party hardware or software to be utilized by the Property Appraiser. If the COUNTY intends to proceed with the purchase from CONTRACTOR, then a written purchase order, signed by the Project Manager shall be submitted to CONTRACTOR to initiate the purchase and delivery of the requested third party hardware or software.

Deliverables:

All Deliverables will be defined within each particular written purchase order from the COUNTY.

Acceptance Testing:

Delivered items will be considered accepted upon delivery and inspection by the COUNTY as otherwise provided for in this Agreement, subject to any specific modifications in the particular purchase order pursuant to which the COUNTY acquires the items.

Prerequisites to CONTRACTOR's performance:

CONTRACTOR will not procure any third party hardware or software without prior written approval from the COUNTY and only upon receipt of a valid purchase order specifying the items to be procured and the particular terms for delivery.

Payment:

Payment will be due within 30 days of the COUNTY's receipt of items.

APPENDIX "B"
PRICING AND PAYMENT SCHEDULE

Table B-1 Payment Schedule

Deliverables Scheduled Date	Invoice Date	SOW	Description	Fee To Be Invoiced	Subtotals by Major Deliverable
			Project Commencement - June 1, 2004		\$237,600.00
1-Jun-04	15-Jun-2004	A4	Initial Project Fee	\$167,600.00	
1-Jun-04	15-Jun-2004		Performance Bond Fee	\$70,000.00	
			A. CustomCAMA System Delivery		\$1,646,000.00
1-Jul-04	15-Sep-2004	A1	Preview Server	NA	
1-Jul-04	15-Sep-2004	A1	Preview Server Installation	\$5,000.00	
1-Jul-04	15-Sep-2004	A2	Compilation Workstation	NA	
1-Jul-04	15-Sep-2004	A2	Compilation Workstation Installation	\$5,000.00	
1-Jul-04	15-Sep-2004	A3	CustomCAMA Software Delivery	\$0.00	
1-Jul-04	15-Sep-2004	A4	CustomCAMA System Compilation	\$1,073,400.00	
1-Jul-04	15-Sep-2004	A3	CustomCAMA Source Code	\$325,000.00	
1-Nov-04	15-Dec-2004	F2	Standard Reports	\$100,000.00	
			B. Project Plan		\$145,000.00
1-Jul-04	15-Sep-2004	B	Qrtly Project Management fee	\$29,000.00	
1-Oct-04	15-Dec-2004	B	Qrtly Project Management fee	\$29,000.00	
1-Jan-05	15-Mar-2005	B	Qrtly Project Management fee	\$29,000.00	
1-Apr-05	15-Jun-2005	B	Qrtly Project Management fee	\$29,000.00	
1-Jul-05	15-Sep-2005	B	Qrtly Project Management fee	\$29,000.00	
			C. Data Conversion		\$345,000.00
15-Jan-05	15-Mar-2005	C1a	Real Estate Primary Data Load	\$125,000.00	
1-Mar-05	15-Mar-2005	C1b	Tangible Primary Data Load	\$70,000.00	
1-May-05	15-Jun-2005	C1c	Centrally Assessed Primary Data Load	\$10,000.00	
1-Mar-05	15-Mar-2005	C2a	Real Estate System Table Data Load	\$85,000.00	
15-May-05	15-Jun-2005	C2b	Tangible System Table Data Load	\$50,000.00	
1-Jun-05	15-Jun-2005	C2c	Centrally Assessed lookup table load	\$5,000.00	

Deliverables Scheduled Date	Invoice Date	SOW	Description	Fee To Be Invoiced	Subtotals by Major Deliverable
D. & E. Configuration per Scope of Work					\$270,000.00
1-Aug-04	15-Sep-2004	D1	Ownership Tracking	\$11,400.00	
1-Oct-04	15-Dec-2004	D2	Roll Processing Features	\$13,680.00	
1-Mar-05	15-Mar-2005	D3	Exemption Processing	\$11,400.00	
1-May-05	15-Jun-2005	D4	Permit Processing	\$22,800.00	
1-Jun-05	15-Jun-2005	D5	Office Automation	\$22,800.00	
1-Jul-05	15-Sep-2005	D6	Workflow processing	\$22,800.00	
1-Nov-04	15-Dec-2004	D7	Deed Processing Condo Valuation and	\$13,680.00	
1-Sep-04	15-Sep-2004	D8	Tracking	\$15,960.00	
1-Sep-04	15-Sep-2004	D9	Corrections	\$7,600.00	
15-May-05	15-Jun-2005	F1	Custom Reports (30)	\$15,000.00	
1-Apr-05	15-Jun-2005	E1	Cost Approach	\$43,000.00	
15-Apr-05	15-Jun-2005	E2	Income Approach	\$20,120.00	
1-May-05	15-Jun-2005	E3	Market Approach	\$24,450.00	
1-Jun-05	15-Jun-2005	E4	Tangible Approach	\$20,120.00	
1-Mar-05	15-Jun-2005	E5	Reconcile	\$5,190.00	
Customization Beyond Scope of Work					\$275,000.00
1-Sep-04	15-Sep-2004		550 hours - Enhancements	\$68,750.00	
1-Jan-05	15-Mar-2005		550 hours - Enhancements	\$68,750.00	
1-May-05	15-Jun-2005		550 hours - Enhancements	\$68,750.00	
1-Sep-05	15-Sep-2005		550 hours - Enhancements	\$68,750.00	
G. System Interfaces					\$215,000.00
1-Apr-05	15-Jun-2005	G1	PTX File Upload	\$48,000.00	
1-May-05	15-Jun-2005	G2	PPX File Upload	\$24,000.00	
15-May-05	15-Jun-2005	G3	MLG File Upload	\$18,000.00	
1-Jun-05	15-Jun-2005	G4	Tax Collector File Creation	\$20,000.00	
20-Apr-05	15-Jun-2005	G5	GIS ARCims Integration	\$43,200.00	
15-May-05	15-Jun-2005	G6	COC data import FYI Image access from	\$23,840.00	
1-Jun-05	15-Jun-2005	G7	CAMA system Internet CGI scripts for data	\$30,000.00	
1-Aug-05	15-Sep-2005	G8	hosting	\$7,960.00	
H. Production System Installation					\$112,000.00
1-Apr-05	15-Jun-2005	H3	Production Server Deliver	\$0.00	
15-Apr-05	15-Jun-2005	H3	Production Server Setup & Installation	\$19,100.00	
1-May-05	15-Jun-2005	H3	Production Server Configuration	\$25,100.00	
30-May-05	15-Jun-2005	H3	System Testing and Verification	\$14,300.00	
10-Jun-05	15-Jun-2005	H3	Workstation Setup and Configuration	\$28,000.00	

Deliverables Scheduled	Date	Invoice Date	SOW	Description	Fee To Be Invoiced	Subtotals by Major Deliverable
	1-Jul-05	15-Sep-2005	H1	End of Year processing Utilities	\$5,500.00	
	1-Aug-05	15-Sep-2005	H2	Backup and Restore Procedures	\$5,000.00	
	10-May-05	15-Jun-2005	H4	Production CustomCAMA Install	\$15,000.00	
I. Training						\$405,470.00
	1-Apr-05	15-Jun-2005	I1	Training and Testing Plans	\$51,000.00	
	1-Jun-05	15-Jun-2005	I1	Training Materials	\$56,000.00	
	1-Aug-05	15-Sep-2005	I1	Web Based Training Materials	\$42,000.00	
	30-Jul-05	15-Sep-2005	I2	Overview Class Instruction	\$39,928.00	
	15-Aug-05	15-Sep-2005	I2	Job Function Training	\$75,690.00	
	1-Sep-05	15-Sep-2005	I3	Web Based Training	\$37,852.00	
	1-Oct-05	15-Dec-2005	I2	On the Job Training	\$91,350.00	
	20-Jul-05	15-Sep-2005	I4	End of Year Processing	\$11,650.00	
Total Project Payments					\$3,513,470.00	
Maintenance Fees (Basic and Extended)						
	1-Nov-05	15-Sep-2005	K&L	Yrly Prepay System Maint	\$448,346.61	
	1-Nov-06	15-Sep-2006	K&L	Yrly Prepay System Maint	\$437,311.89	
	1-Nov-07	15-Sep-2007	K&L	Yrly Prepay System Maint	\$442,025.12	
	1-Nov-08	15-Sep-2008	K&L	Yrly Prepay System Maint	\$446,626.80	
	1-Nov-09	15-Sep-2009	K&L	Yrly Prepay System Maint	\$442,190.02	
J. On-Site Person Operational Support						
	15-Dec-05	15-Dec-2005	J	Qrtly on-site support	\$45,423.00	
	15-Mar-06	15-Mar-2006	J	Qrtly on-site support	\$45,423.00	
	15-Jun-06	15-Jun-2006	J	Qrtly on-site support	\$45,423.00	
	15-Sep-06	15-Sep-2006	J	Qrtly on-site support	\$45,423.00	
	15-Dec-06	15-Dec-2006	J	Qrtly on-site support	\$46,786.00	
	15-Mar-07	15-Mar-2007	J	Qrtly on-site support	\$46,786.00	
	15-Jun-07	15-Jun-2007	J	Qrtly on-site support	\$46,786.00	
	15-Sep-07	15-Sep-2007	J	Qrtly on-site support	\$46,786.00	
Optional Services (Billed only if service is utilized)						
M. Paper-Based Traverse Conversion						
	15-Jun-04	15-Jun-2004	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
	15-Sep-04	15-Sep-2004	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	

Deliverables Scheduled Date	Invoice Date	SOW	Description	Fee To Be Invoiced	Subtotals by Major Deliverable
15-Dec-04	15-Dec-2004	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Mar-05	15-Mar-2005	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Jun-05	15-Jun-2005	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Sep-05	15-Sep-2005	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Dec-05	15-Dec-2005	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Mar-06	15-Mar-2006	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Jun-06	15-Jun-2006	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Sep-06	15-Sep-2006	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Dec-06	15-Dec-2006	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
15-Mar-07	15-Mar-2007	M	Qrtly Paper-based Traverse Conversion	\$150,000.00	
N. Disaster Recovery Services					
1-Nov-05	15-Sep-2005	N	Yrly Disaster Recovery Services	\$61,800.00	
1-Nov-06	15-Sep-2006	N	Yrly Disaster Recovery Services	\$63,654.00	
1-Nov-07	15-Sep-2007	N	Yrly Disaster Recovery Services	\$65,564.00	
1-Nov-08	15-Sep-2008	N	Yrly Disaster Recovery Services	\$67,531.00	
1-Nov-09	15-Sep-2009	N	Yrly Disaster Recovery Services	\$69,556.00	
1-Nov-10	15-Sep-2010	N	Yrly Disaster Recovery Services	\$71,643.00	
1-Nov-11	15-Sep-2011	N	Yrly Disaster Recovery Services	\$73,792.00	
1-Nov-12	15-Sep-2012	N	Yrly Disaster Recovery Services	\$76,006.00	
1-Nov-13	15-Sep-2013	N	Yrly Disaster Recovery Services	\$78,176.67	
1-Nov-14	15-Sep-2014	N	Yrly Disaster Recovery Services	\$80,358.17	
P. Extended Onsite Support					
15-Dec-07	15-Dec-2007	P	Qrtly on-site support	\$48,189.25	
15-Mar-08	15-Mar-2008	P	Qrtly on-site support	\$48,189.25	
15-Jun-08	15-Jun-2008	P	Qrtly on-site support	\$48,189.25	
15-Sep-08	15-Sep-2008	P	Qrtly on-site support	\$48,189.25	
15-Dec-08	15-Dec-2008	P	Qrtly on-site support	\$49,635.00	
15-Mar-09	15-Mar-2009	P	Qrtly on-site support	\$49,635.00	
15-Jun-09	15-Jun-2009	P	Qrtly on-site support	\$49,635.00	

Deliverables Scheduled Date	Invoice Date	SOW	Description	Fee To Be Invoiced	Subtotals by Major Deliverable
15-Sep-09	15-Sep-2009	P	Qrtly on-site support	\$49,635.00	
15-Dec-09	15-Dec-2009	P	Qrtly on-site support	\$51,124.00	
15-Mar-10	15-Mar-2010	P	Qrtly on-site support	\$51,124.00	
15-Jun-10	15-Jun-2010	P	Qrtly on-site support	\$51,124.00	
15-Sep-10	15-Sep-2010	P	Qrtly on-site support	\$51,124.00	
15-Dec-10	15-Dec-2010	P	Qrtly on-site support	\$52,657.75	
15-Mar-11	15-Mar-2011	P	Qrtly on-site support	\$52,657.75	
15-Jun-11	15-Jun-2011	P	Qrtly on-site support	\$52,657.75	
15-Sep-11	15-Sep-2011	P	Qrtly on-site support	\$52,657.75	
15-Dec-11	15-Dec-2011	P	Qrtly on-site support	\$54,237.50	
15-Mar-12	15-Mar-2012	P	Qrtly on-site support	\$54,237.50	
15-Jun-12	15-Jun-2012	P	Qrtly on-site support	\$54,237.50	
15-Sep-12	15-Sep-2012	P	Qrtly on-site support	\$54,237.50	
15-Dec-12	15-Dec-2012	P	Qrtly on-site support	\$55,864.50	
15-Mar-13	15-Mar-2013	P	Qrtly on-site support	\$55,864.50	
15-Jun-13	15-Jun-2013	P	Qrtly on-site support	\$55,864.50	
15-Sep-13	15-Sep-2013	P	Qrtly on-site support	\$55,864.50	
15-Dec-13	15-Dec-2013	P	Qrtly on-site support	\$57,491.50	
15-Mar-14	15-Mar-2014	P	Qrtly on-site support	\$57,491.50	
15-Jun-14	15-Jun-2014	P	Qrtly on-site support	\$57,491.50	
15-Sep-14	15-Sep-2014	P	Qrtly on-site support	\$57,491.50	
15-Dec-14	15-Dec-2014	P	Qrtly on-site support	\$59,118.50	
15-Mar-15	15-Mar-2015	P	Qrtly on-site support	\$59,118.50	
15-Jun-15	15-Jun-2015	P	Qrtly on-site support	\$59,118.50	
15-Sep-15	15-Sep-2015	P	Qrtly on-site support	\$59,118.50	

1. The B-1 Payment Schedule represents payments due based on the completion of deliverables within the scope of work. Actual payment will be made upon completion of acceptance testing. The project schedule implied in this payment schedule may be altered during the course of the project within the project plan.
2. Some of the Optional Deliverables are not currently scheduled, or can not be scheduled at this time and may not be included in this payment schedule. Such payments will be scheduled at the appropriate time and upon issuance of a written work order as provided for within the agreement.

Table B-2 Overall Project Pricing Fee Breakdown

Fees Included in Performance Bond

License Fees

CustomCAMA License	1,351,000	1,351,000
Source Code Option	325,000	325,000
Subtotal	1,676,000	

Project Fees

Configuration per scope of work	270,000	270,000
Customization beyond scope	275,000	
Integration	215,000	215,000
Installation	112,000	112,000
Data Conversion	345,000	345,000
Training	405,470	
Project Management	145,000	80,000
Subtotal	1,767,470	

Non Project Related Fees

Performance Bond	70,000	
Miami-Dade User Fee		Fees will be added to invoices
Miami-Dade Inspector General		Fees will be added to invoices
Subtotal	70,000	

Initial Project Fee	3,513,470
Performance Bond	2,698,000

Maintenance Fees per Scope of Work

1 st 2 years of maintenance (pre-production)	154,738
2-years onsite person	368,835
5-year Maintenance/Warranty	2,285,053

Optional Contract Fees

5-year Addtl Basic Maint and Warranty	1,586,250
5-year Addtl Customization Option	906,677
On-site person through end of contract	1,712,926 Additional 8 years
10-year Disaster Recovery	708,081
Paper File Data Conversion	1,800,000 Estimated Cost
Enhanced development/3rd Party Interfaces	750,000
Additional Projects	526,877
Hardware	526,877
Allowance for Increases per agreement	291,618 Max of 20% increase in Maint.

Maximum Contract Val	13,138,000
-----------------------------	-------------------

Table B-3 Maintenance Fee Schedule

Period	Base Maintenance Fee	Enhancement Maintenance Fee	Hours Included in Enhancement Maintenance	Disaster Recovery Option	On-site Person Option	Estimate of Yearly Maint Fees
Year 1 (03-04)	243,180	0	0	0	0	32,424
Year 2 (04-05)	250,475	15,862	200	0	0	122,314
Year 3 (05-06)	257,990	204,223	2,500	61,800	181,692	688,506
Year 4 (06-07)	265,729	185,108	2,200	63,654	187,143	701,634
Year 5 (07-08)	273,701	181,995	2,100	65,564	192,757	714,017
Year 6 (08-09)	281,912	178,528	2,000	67,531	198,540	726,511
Year 7 (09-10)	290,370	165,496	1,800	69,556	204,496	729,918
Year 8 (10-11)	299,081	170,461	1,800	71,643	210,631	751,815
Year 9 (11-12)	308,053	175,574	1,800	73,792	216,950	774,370
Year 10 (12-13)	317,295	180,842	1,800	76,006	223,458	797,601
Year 11 (13-14)	326,357	187,200	1,800	78,177	229,840	821,574
Year 12 (14-15)	335,464	192,600	1,800	80,358	236,254	844,676

1. The base maintenance fees represent the fees for the system used in a full production capacity. For partial production, the fees will be based on the base maintenance fee for that period subject to Appendix C, section 2a.
2. Maintenance Fees through Year 7 are part of the initial term of the agreement as defined in ARTICLE 6, "CONTRACT TERM", additional years are dependent on the COUNTY's option to extend the term of the agreement.

Table B-4 Billing Rate Schedule for Non-Fixed Price Project

Period	Base Hourly Rate for Enhancement Maintenance Option	Rate for Additional Time
Year 1 (03-04)	77	96
Year 2 (04-05)	79	99
Year 3 (05-06)	82	102
Year 4 (06-07)	84	105
Year 5 (07-08)	87	108
Year 6 (08-09)	89	112
Year 7 (09-10)	92	115
Year 8 (10-11)	95	118
Year 9 (11-12)	98	122
Year 10 (12-13)	100	126
Year 11 (13-14)	104	130
Year 12 (14-15)	107	135

Table B-5 Projected Project Expenditure Schedule

Task	Year 1 (03-04)	Year 2 (04-05)	Year 3 (05-06)
CustomCAMA License	1,351,000	0	0
Source Code License	325,000	0	0
Installation	112,000	0	0
Configuration per scope of work	0	270,000	0
Customization beyond Scope (2200 hours)	0	275,000	
Interfaces	107,500	107,500	0
Installation	28,000	84,000	
Data Conversion	172,500	172,500	0
Complete User Training	0	405,470	0
Project Management	72,500	72,500	0
Paper File Data Conversion	600,000	600,000	600,000
Basic Maintenance Services	16,212	106,452	240,790
Onsite Support	0	0	181,692
Enhancement Maintenance Services	0	15,862	204,223
Disaster Recovery and offsite storage	0	0	61,800
Total expected Cost by year	2,784,712	2,109,284	1,288,506

1. Table B-5 Projected Project Payment Expenditures Schedule represents payments anticipated under the agreement based on fixed project fees, optional fees and maintenance fees that are tied to a specific production schedule. Actual fees may differ from the above schedule for optional and maintenance services. This schedule is for budgeting purposes only.
2. CONTRACTOR will invoice quarterly for fees based on completion of tasks in the Scope of Work and Project Plan unless otherwise identified herein.
3. CONTRACTOR will submit an initial invoice for 10% of the CustomCAMA License Fee within 30 days of the execution date of the agreement by COUNTY with the balance of the CustomCAMA license fee being invoiced upon delivery as identified in the Scope of Work.
4. CONTRACTOR will invoice for Project Management fees quarterly within 30 days of the start of each fiscal quarter.
5. COUNTY required fees for Inspector General Reviews, Welfare to Work Initiatives and other administrative fees imposed by the COUNTY shall be added to each invoice as an additional line item and shall not be subtracted from CONTRACTOR's fees.

APPENDIX "C"
MAINTENANCE PRICING AND PAYMENT TERMS

1. Allowable Charges

- a) The COUNTY agrees to pay CONTRACTOR the fixed fees for Basic Maintenance Services to be provided to the COUNTY as specified in the Pricing and Payment Schedule, Appendix "B" to this Contract and, in addition, the COUNTY shall also pay CONTRACTOR any applicable fees and charges specified in Appendix "B" for any Enhanced Development set forth in the Scope of Work that the COUNTY has elected to receive for a given year. No additional fees are to be paid by the COUNTY for completion of any of the Development Phase Deliverables completed within the Maintenance Phase.
- b) The fixed fees for Maintenance Services include all travel expenses that may be incurred by CONTRACTOR and its employees for travel between CONTRACTOR's place of business and the COUNTY's places of business during the Maintenance Phase and the COUNTY shall not be billed any additional amounts for travel to and from the COUNTY's place of business during the Maintenance Phase. Any other travel, as may be requested by the COUNTY, will be billed at actual costs using the COUNTY's standard expense reporting procedures.

2. Commencement of Obligation for Payment of Maintenance Services and Amount of Initial Charges

- a) The COUNTY's obligation to pay for Basic Maintenance Services shall commence on the first day of the month immediately following that day when the COUNTY has used any part of the System in a production capacity. Until the beginning of the first full fiscal year following that day when the COUNTY has used any part of the System in a production capacity, fees for Basic Maintenance Services shall be due and payable monthly on the first day of each month. The amount of each such monthly payment shall be equal to the applicable total annual charge for Basic Maintenance Services (excluding any costs associated with the Enhancement Maintenance Service), divided by twelve, times the total percentage for components in production use as defined in the table below. Furthermore, subject only to the requirement that CONTRACTOR has completed all scheduled deliverables in compliance with the acceptance testing defined within the Scope of Work, the COUNTY's obligation to pay for 100% of Basic and Enhanced Maintenance Services as specified in the Payment Schedule, shall commence on October 1, 2005.

Table C-1 Percentage of Total Maintenance Fee		Anticipated Module Deployment					
STI Software Component	Base Percent	Year 1 (03-04)		Year 2 (04-05)		Year 3 (05-06)	
		Months		Months		Months	
Deployed Module							
Sketch Tool	10%	4	3.33%	10	8.33%		0.00%
Sales Ratio	10%	0	0.00%	7	5.83%		0.00%
Regression Analysis	10%	0	0.00%	0	0.00%		0.00%
System Table Maintenance	5%	0	0.00%	0	0.00%		0.00%
Security Maintenance	5%	0	0.00%	0	0.00%		0.00%
Direct Yeild Cap (income)	10%	0	0.00%	0	0.00%		0.00%
Imaging	10%	4	3.33%	10	8.33%		0.00%
Comparable Sales Search	10%	0	0.00%	0	0.00%		0.00%
Exemption Application Utility	10%	0	0.00%	8	6.67%		0.00%
Audit Trail Review	5%	0	0.00%	0	0.00%		0.00%
Full Production Applications			0.00%		0.00%		0.00%
Full Real Estate System	80%	0	0.00%	2	13.33%	12	80.00%
Full Tangible System	20%	0	0.00%	0	0.00%	8	13.33%

The anticipated Module Deployment portion of the table represents the best estimate of when modules may be placed into production and the associated percent of the base maintenance fee that would subsequently be charged. Fees are only charges based on actual deployment dates as specified above.

3. Allocation of Maintenance Fee

- a) The maximum number of man-hours provided each year for Enhancement Maintenance Services are limited as set forth in Appendix B, "Table B-3 Maintenance Fee Schedule", for each fiscal year. Additional hours in excess of these limits shall be billed at the Rate For Additional Time as specified in Appendix B, "Table B-4 Billing Rate Schedule for Non-Fixed Price Project."
- b) The Base Maintenance Fees shall include all services identified in Appendix A, Scope of Work, Section K and shall be paid according to Appendix C, Maintenance Pricing and Payment Terms, Section 2a.

4. Invoicing and Payment Terms

- a) For all fiscal years following the year during which the COUNTY has used any part of the System in a production capacity, the fees for Basic and Enhancement Maintenance Services shall be due and payable in quarterly installments during each fiscal year. The total annual charge for Basic and Enhancement Maintenance Services for a fiscal year shall be divided into four equal payments due as follows: the first payment, due on or before the first day of November in the fiscal year; the second payment, due on or before the first day of February in the fiscal year; the third payment, due on or before the first day of May in the

fiscal year; and the fourth payment, due on or before the first day of August in the fiscal year.

- b) For any fiscal year during the Maintenance Phase, the COUNTY, at its sole option, may elect to make one discounted annual payment for Basic and Enhancement Maintenance Services rather than four quarterly payments. As a reminder to the COUNTY of its right to elect an annual payment, CONTRACTOR shall provide the COUNTY with an invoice at least forty-five (45) days prior to the first day of November of each fiscal year. The annual payment for any fiscal year shall be made to CONTRACTOR on or before the first day of November for that fiscal year and the amount shall equal the sum of the four quarterly payments for that fiscal year, less a discount of three percent (3%) of that sum. For any years in which COUNTY has elected not to make an annual payment for Basic Maintenance Services, CONTRACTOR shall provide the COUNTY with an invoice at least forty-five (45) days prior to the beginning of each quarter for the amount due for Maintenance Services.
- c) Any applicable fees for Enhanced Development, as specified on the Pricing and Payment Schedule, Appendix "B," that the COUNTY elects to receive shall be payable in four quarterly payments due on or before the first day of November, February, May, and August, during the period when that Enhanced Development is provided by CONTRACTOR to the COUNTY.
- d) The estimated quarterly fees for Internet Connectivity shall be due and payable to CONTRACTOR within forty-five (45) days of the beginning of each fiscal quarter. Along with its written notice of the actual amount of Internet Connectivity fees for a fiscal quarter just completed, CONTRACTOR shall invoice the COUNTY for the estimated quarterly fees for Internet Connectivity then payable for the succeeding fiscal quarter.
- e) Within forty-five (45) days following the end of each fiscal year, the COUNTY shall pay to CONTRACTOR, or CONTRACTOR shall refund to the COUNTY, as the case may be, the difference between the estimated quarterly fees for Internet Connectivity for that fiscal year and the actual Internet Connectivity fees as determined by CONTRACTOR to be due for that year.
- f) For any third party equipment, software and services ordered by the COUNTY from CONTRACTOR during the Maintenance Phase, CONTRACTOR will invoice the COUNTY at the time the hardware and/or software is ordered and payment will be due no later than the date when such hardware or software is delivered to the COUNTY. If the COUNTY requests, CONTRACTOR will provide copies of third party invoices marked paid or if such invoices have not yet been paid by CONTRACTOR, then the COUNTY may issue its checks jointly payable to CONTRACTOR and the third party vendor for such hardware and software.

5. Basic Maintenance Fee Adjustment for Enhancement Services and Enhanced Development

- a) Thirty (30) days prior to the end of each fiscal year during the Maintenance Phase, the parties shall meet together to review the level of support activity provided by CONTRACTOR to the COUNTY for Enhancement Maintenance Services during the current fiscal year. CONTRACTOR shall make available to the COUNTY its records reflecting the time spent and expenses incurred by CONTRACTOR personnel in providing the COUNTY with Maintenance Services, broken out by Warranty and Repair Services and Enhancement Services.
- b) Based on an evaluation of the man-hours actually required to provide enhancements as part of Enhancement Maintenance Services for the COUNTY and the support anticipated for the coming fiscal year, the parties may agree to adjust the amount of the quarterly payments and the required hours for Enhancement Maintenance Services otherwise due for the coming fiscal year by a factor of twenty percent (20%), either upward or downward. In no event shall any adjustment be made for that portion of the charge for Basic Maintenance Services. If the parties can not agree on the amount of an adjustment for Enhancement Maintenance Services, however, then the payments for Enhancement Maintenance Services for the coming fiscal year shall remain unchanged and shall be made in accordance with the provisions of "Invoicing and Payment Terms," paragraph 4 above and the hours and rates set forth in "Table B-3 Maintenance Fee Schedule".