

AUTOMATED BIOMETRIC TIME AND ATTENDANCE DATA CAPTURE SOLUTION

THIS SOFTWARE LICENSING, HARDWARE, IMPLEMENTATION, INTEGRATION MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND KABA WORKFORCE SOLUTIONS, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 3015 NORTH COMMERCE PARKWAY, MIRAMAR FL 33025 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

WHEREAS, the Contractor has submitted a written proposal, hereinafter referred to as the "Contractor's Proposal", which is incorporated by reference herein. The Contractor has offered to provide the County with an Oracle's PeopleSoft Enterprise Application Archiving Solution, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals, RFP No. 819 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor an Automated/Biometric Time and Attendance Data Capture Solution such as Oracle's PeopleSoft Enterprise Application Archiving Solution inclusive of all software licensing, devices, implementation, configurations, customizations, training, maintenance, and technical support services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the System which are furnished to the County in connection with the System.

1.2 "Final System Acceptance" shall mean the County's final approval that Software is performing in accordance with the terms and conditions of this contract for a period of 30 calendar days following full deployment of the System in a production environment.

1.2 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule."

1.3 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve optimal performance of the Software as outlined in Appendix A, "Scope of Services."

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

1.5 "System" shall mean the software, hardware, devices and components required to provide the County with the Automated/Biometric Time and Attendance Data Collection Solution listed in Appendix A "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A "Scope of Services" may be amended from time to time by the parties in writing.

1.6 "Support Services" shall mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the System capabilities, as outlined in Appendix A, "Scope of Services."

ARTICLE 2. ORDER OF PRECEDENCE

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

1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) County's RFP including all Addendums, 3) Appendix A – Scope of Services, 4) Appendix B – Payment Schedule, 5) Appendix C – Facility Locations and Device Counts, 5) Contractor's proposal to RFP No. 819 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the

County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. MANNER OF PERFORMANCE

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

ARTICLE 6. DELIVERY

6.1 Delivery of the System shall be according to Appendix A "Scope of Services" and contingent upon final acceptance by the County.

6.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer of the System to the County upon final System acceptance.

ARTICLE 7. AGREEMENT TERM

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

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

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

ARTICLE 8. GRANT OF LICENSE

8.1 License. Contractor agrees to provide the County with licensed Software and Documentation in accordance with the provisions contained within this Agreement.

8.2 Contractor grants the County a limited, perpetual, non-exclusive license to use the licensed Software and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any of the Software.

ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Scope of Services" for the System throughout the term of this agreement, including any options or extensions exercised by the County.

ARTICLE 10. SOFTWARE MODIFICATIONS

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

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

ARTICLE 11. IMPLEMENTATION SERVICES

- a) The County shall accept or reject the System and/or Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the System and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered System and/or Deliverable or may accept any item of Software System and/or Deliverable and reject the balance of the

- delivered System and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the System and/or Deliverables for such items of rejected Deliverables and/or System within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered System and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- d) Contractor agrees to install the System at the designated County locations. Contractor agrees to commence installation of the System according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Schedule, so that such System is in good working order and ready for use by the dates set forth in the Schedule.
1. Contractor agrees to do all things necessary for proper implementation of the System and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete System installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the System. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
 2. Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work, including, but not limited to, (a) system configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 11.
- e) Testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the System in conformance with the requirements of the Contract. This will include an actual demonstration of all required System functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 12. TESTS

The Contractor shall configure and program the System to conform to the Scope of Services. The software and associated hardware will be subject to several tests, including a System Acceptance test

as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the System and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the System to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

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

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

ARTICLE 13. LICENSE FEES, METHOD AND TIMES OF PAYMENT

13.1 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor or before County's approval of this Agreement shall be at the Licensor's risk and expense.

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

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

13.4 Invoices. All invoices shall be taken from the books of account kept by the Licensor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of

the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Licensor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Licensor under this Contract. Such retained amount shall be applied to the amount owed by the Licensor to the County. The Licensor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Licensor for the applicable payment due herein.

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

Miami-Dade County
Information Technology Department
5680 SW 87TH Avenue
Miami, FL 33173

Attention: Accounts Payable

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

ARTICLE 14. PROTECTION OF SOFTWARE

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

14.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the

Contractor hereunder shall retain all proprietary rights in and to all Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

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

ARTICLE 15. CONFIDENTIALITY

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

15.2 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, may include Confidential Information and if so, may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

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

15.4 It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

15.5 Survival. Contractor's obligations under this Article 15 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 16. WARRANTIES

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

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance that the System, including any Software, Hardware and related components provided by the Contractor under the performance of this Agreement shall:

- (i) Be free from defects in material and workmanship under normal use and remain in good working order, wear and tear excepted;
- (ii) Function properly and in conformity with the warranties in this Agreement;

- (iii) Meet the performance standards set forth in the Scope of Work and the Original Equipment Manufacture's published specifications.

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 System provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the any Hardware, Equipment and related Software it provides.

In the event the System, or any part or component thereof, 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, equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 17. INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

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

ARTICLE 18. EVENT OF DEFAULT

18.1 An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis;
- ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services or components of the System;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

18.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or provide the System 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 request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

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

18.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 19. 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 Services upon the Termination Date.

ARTICLE 20. REMEDIES IN THE EVENT OF DEFAULT

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

- i. lost revenues;
- ii. the difference between the cost associated with procuring Services or System hereunder and the amount actually expended by the County for procurement of Services or System, including procurement and administrative costs; and,
- iii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction. However, the maximum aggregate liability (whether in contract, tort, or any other form of liability) for all damages or loss, however arising or caused, shall in no event be greater than the amount paid to Contractor under this agreement.

ARTICLE 21. TERMINATION

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

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

accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

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

21.3 Termination for Default. This Agreement may be terminated by the County if any of the events outlined in Article 18 (Events of Default) have occurred, provided that a Notice of Default has been provided in accordance with Article 19.

21.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination.

ARTICLE 22. NOTICES

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

(1) To the County Project Manager:

Miami-Dade County
Information Technology Department
5680 SW 87th Ave
Miami, FL 33173

Attention: Joe Conway
Phone: (305) 596-8453
E-mail: jconway@miamidade.gov

and to the Contract Manager:

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

Attention: Melissa Adames

Phone: (305) 375- 4029
Fax: (305) 375- 5688
E-Mail: madames@miamidade.gov

(2) To the Contractor

Kaba Workforce Solutions
3015 North Commerce Parkway,
Miramar, FL 33025

Attention: Scott Moseley
Phone: (954) 416-1720
Fax: (954) 416- 1721
E-mail: scott.moseley@kaba.com

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

ARTICLE 23. NONASSIGNABILITY

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

ARTICLE 24. INSPECTOR GENERAL REVIEWS

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

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

documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

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

ARTICLE 25. GOVERNING LAW

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

ARTICLE 26. COUNTY USER ACCESS PROGRAM (UAP)

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

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

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

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

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

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

ARTICLE 27. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager identified in Article 19 will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County's Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the

dispute arises.

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

ARTICLE 28. VENDOR REGISTRATION AND FORMS

a) Vendor Registration

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

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

b) Conflict of Interest

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

ARTICLE 29. 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 30. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of

the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 31. SEVERABILITY

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

ARTICLE 32. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, and shall be treated as Termination for Convenience. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 33. FORCE MAJEURE

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

ARTICLE 34. SURVIVAL

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

ARTICLE 35. SOFTWARE ESCROW

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

Should any of the following occur, such source code shall be released to the County:

- A. In the event that Contractor (or any assignee of its obligations under this agreement or any contract under which it is providing computerized services to Miami-Dade Administrative Agent):
- i. Becomes insolvent, files for relief under 11 U.S.C. §101, *et seq.*, or should proceedings be instituted against them in involuntary bankruptcy or respite, or should proceedings be taken against them looking to the appointment of a receiver, or syndic, or should any order be issued by any court for the appointment of a receiver;
 - ii. Ceases to continue to conduct business for a period of thirty (30) days;
 - iii. Merges with another business entity that cannot or is not willing to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County or
 - iv. Assigns Owner's rights to the intellectual property with respect to the Owner software, as defined in the Source Code Escrow Agreement then currently being used by Miami-Dade County, and the assignee cannot or no longer intends to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County.
- B. Escrow Agent withdraws or is unable or unwilling to continue serving in that capacity without appointment by Owner of an equally qualified and insured escrow agent, and acceptance of that appointment by the Escrow Agent within 30 days of withdrawal of the predecessor escrow agent.
- C. Any other circumstance that places the source code at risk or otherwise subject to exposure, release or loss and/or potentially jeopardizes the integrity or current status of the Miami-Dade County operation requiring access to a current source code.

ARTICLE 36. PARTS AND EQUIPMENT INVENTORY

Contractor shall maintain an inventory of parts and/or replacement equipment sufficient for completing repairs and providing replacements and for expansion of the implementation in place at the County for the term of the Agreement, including any option or extension periods, so long as the County remains current on Maintenance and Support fees as outlined in Appendix B, "Price Schedule". Should the Contractor be unable to provide repair and/or replacement services due to insufficient Parts and Equipment Inventory, Contractor shall exercise best business practices to either 1) begin salvage activities to provide sufficient parts for County's required repairs, at Contractor's expense, or 2) provide a refurbished / replacement hardware or replacement in lieu of the repair. In an event of default on the part of the Contractor, as outlined in Article 18, the inventory of parts and equipment will be provided to the County at no additional cost to allow the County to maintain and support current operations.

ARTICLE 37. PATENT AND COPYRIGHT INDEMNIFICATION

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

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

ARTICLE 38. FUNCTIONALLY EQUIVALENT SOFTWARE

For as long as the County remains current on Support and/or the service fees for the Licensed Software, the Contractor is obligated to provide maintenance and support pursuant to the contract. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set-forth in Appendix A, "Scope of Services" or any amendment thereto, and as long as the County is current on Support, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the Licensed Software current on Support, which shall replace the previous version and perform the functions described in Appendix A, "Scope of Services" or any amendment thereto, and to support and maintain such new version of the License Software for the balance of the term of this Agreement without additional costs to the County (except for any costs of implementation or configuration services required by Contractor to assist the County with such upgrade), other than the payment of applicable Support fees.

In the case that Contractor is providing Support of the then current version of the License Software being used by the County, Contractor shall only provide any new version of the License Software if the County is current on Support and there are no outstanding account receivables and the new License Software is generally made available to all Contractor's customers current on Support. Any License Software that includes additional functionality or modules that the County wishes to use may require additional fees which shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 38 and any other Articles contained within this Agreement, this Article 38 will prevail.

ARTICLE 39. SYSTEM PERFORMANCE

The System shall perform at or above the mutually agreed upon error rate percentages outlined in Appendix A, "Scope of Services," both System-wide and at single locations at all times during the Contract term, including any renewals or extensions thereof.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Once Contractor has filled a position related to this contract and during the active period of delivery for Professional Services to the County, Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

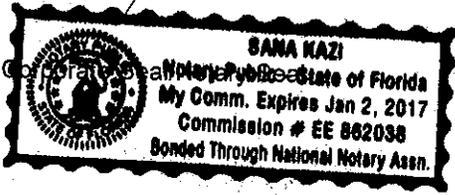
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date set forth below.

CONTRACTOR

MIAMI-DADE COUNTY

By: [Signature]
 Name: RICHARD V. SOUDERS
 Title: PRESIDENT + CEO
 Date: JULY 1, 2013
 Attest: [Signature]
 Corporate Secretary/Notary Signature

By: [Signature]
 Name: Carlos Gimenez
 Title: Mayor
 Date: 9/23/13
 Attest: [Signature]
 Clerk of the Board



Approved as to form and legal sufficiency
[Signature]
 Assistant County Attorney

By: [Signature]
 Name: NASIR BILLOO
 Title: CTO
 Date: 7/1/13

**APPENDIX A –
SCOPE OF SERVICES**

APPENDIX A – SCOPE OF SERVICES

Reference is made to the Master License and Sales Agreement for B-COMM® ("Agreement") effective between Miami-Dade County ("County") and Kaba Benzing America Inc. ("Contractor") d/b/a, Kaba Workforce Solutions, the terms and conditions of which are incorporated by this reference. This Statement of Work defines the services to be provided in accordance with the terms and conditions of the Agreement. The terms used herein will have the meanings set forth in the Agreement, unless otherwise defined herein. This Statement of Work is a good-faith statement of effort to implement B-COMM and is based on the Assumptions listed below. Any requirements identified during the analysis that differ from the assumptions contained in this proposal and cumulatively increase the effort of implementation will be documented and addressed by a Change Request. For more information, please refer to the Change Control Management section of Appendix IV. Referenced below are the following: PWWM – Public Works & Waste Management Department, PROS – Parks, Recreation, and Open Spaces Department, Seaport – Miami-Dade Seaport.

Project Assumptions:

- County & Contractor will share responsibility for all Project Management activities (i.e., timeline and issue log creation & maintenance).
- Implementation is performed in a multiple environment model where there are dedicated validation and production B-COMM for PeopleSoft environments.
- Application hardware must be available for installation prior to the Contractor onsite.
- County is responsible for hanging and configuring all time clocks. Contractor will assist in the configuration of the test time clocks.
- The implementation is dependent on the cooperation and availability of County resources.
- All rules and policies must be fully configured in PeopleSoft Time and Labor prior to the Contractor coming onsite.
- County will use PeopleSoft Time and Labor to manage time & attendance data. The Contractor B-COMM application will be configured to integrate with this Time & Attendance application.
- B-COMM will be implemented in a multi-phase process for the facility locations as outlined within Appendix C – Facility locations and device counts. A pilot group will be implemented with 5 facilities (2 PROS sites and 3 PWWM sites). Phase 2 will consist of a rolling implementation for all remaining sites (11 PROS sites, 7 Seaport Sites, and 30 PWWM sites) as directed by the County. All employees per site will be populated in B-COMM and using the system at the commencement of the agreed upon go-live date.
- County employees will use B-COMM for PeopleSoft to capture their applicable start and stop times. No additional ESS options are included as part of this Statement of Work.
- County will ensure their managers/end users will be trained as indicated in Appendix II - Educational Services
- County will provide required hardware and software as per the Contractor IT Sizing recommendations document listed as Exhibit 1.
- County is responsible, with Contractor support, for test plan development and test execution.
- Any requirements that differ from the assumptions contained in this proposal can increase the cost of implementation. These requirements will be documented and addressed by a Change Request during the implementation process.
- Based on the duration of the project there can be weeks where no Contractor resource activity is required.
- Travel costs will be handled as per the RFP response in Section B-8.
- 6 onsite visits are included in the scoped hours for the pilot sites and 10 onsite visits are included in the scoped hours for the remainder of the site implementations. Additional visits will require

additional project hours and travel time based on the hourly rates defined within Appendix B – Payment Schedule.

- Contractor is responsible for the configuration of time clocks to work at DSL locations to function in an offline mode and automatically synchronize at times conducive to county’s business requirements.

Professional Services Proposal

Please refer to Appendix I for a review of the roles and responsibilities for this SOW.

Proposal for Contractor Implementation Services	
Implementation Scope Summary	
Project Inclusions:	
<ul style="list-style-type: none"> • Installation and configuration of B-COMM for PeopleSoft; to be done as a 1 week on site trip at the defined County locations. • Interfacing employee data to B-COMM for PeopleSoft from PeopleSoft • Movement of punch data from B-COMM for PeopleSoft to PeopleSoft • Creation of County-specific documentation related to the installation of B-COMM for PeopleSoft • Administration training focused on the configuration and maintenance of B-COMM for PeopleSoft and the Contractor B-Web 9520 HID and CBM series time collection devices • Spanish Language Dictionary 	
Project Exclusions:	
<ul style="list-style-type: none"> • Multi-lingual support in online help, documentation or training materials • Employee Self Service functions • Time capture via an Interactive Voice Response Unit • Travel and associated expenses for Contractor project personnel • Mobile devices • Absence Management Consulting & Configuration • Accrual Balance Consulting & Configuration 	
Implementation Services	Hours
B-COMM for PeopleSoft Implementation	88
Additional Implementation Services (Pilot)	Hours
Project Management	60
Compact Biometric Module (CBM) Terminal Support	24
Training Sessions (4 - Terminal Configuration/Troubleshooting & Local Biometric Enrollment 1 at each Pilot Site)	16
Travel Time (6 resource trips @ 3 hours each; (1 Trip for B-COMM Implementation, 4 Trips for Training listed above, Final Trip for CRP or Go-Live TBD)	18
Implementation Services Total (Phase 1 Pilot):	206
Additional Implementation Services (Phase 2 Rollout – PWWM, PROS, Seaport)	Hours
Project Management	60
Compact Biometric Module (CBM) Terminal Support	24
Training Sessions (10 Terminal Configuration/Troubleshooting & Local Biometric Enrollment – sites to be determined by Miami-Dade)	40
Travel Time (10 resource trips @ 3 hours each)	30
Implementation Services Total (Phase 2 Rollout):	154
Total Hours for Implementation Services:	360

Appendix I

Project Roles & Responsibilities

These individuals, along with the Contractor Project Team, are the core project team. Contributions from other individuals including department managers or supervisors, payroll staff and members of senior management will also be asked to assist with defining pay rules, possible payroll process changes and other similar topics.

This document is only an estimate based on optimal conditions. Variables that can impact time allocations might include:

- The skill set of the resources and number of resources available
- Issues with company policies
- Changes in scope
- Amount of time needed for County's resources to perform normal/regular job duties
- If County has multiple projects running at the same time
- Defining processes needed for the implementation (i.e.: defining the supervisors responsibilities involving B-COMM, Internal help desk processes, disaster plan, etc.)
- Delays placed on implementation due to hardware not being in place, clocks not installed, etc
- Creating spreadsheets that contain information needed for B-COMM.
- Changes to pay rules and modifications to employee records in payroll

County Project Team

Executive Sponsor

- Chooses the project manager and assist in forming the project team
- Act as a mentor to the project team
- Function as top management champion for the implementation process
- Inform senior management of the CONTRACTOR system decision, project process, and generate support among management, team members, and employees
- Allocate the required resources, both people and financial
- Remove obstacles to the implementation process
- Recognize exceptional implementation performance by team members

Project Manager

- Primary contact for Contractor representatives for County activities, problems, and questions relating to the Contractor system and implementation
- Act as facilitator for decisions on configuration, policy, or procedures
- Determine the specific resources needed for the project team
- Development and management of the implementation project plan
- Maintenance of project issues log
- Coordinate project status meetings as needed
- Coordinate preparation of any necessary communication documentation, such notice to employees, supervisors, use of web browsers, web data collections, functional responsibilities and procedures
- Break potential gridlock among project team members
- Lead the development of the Communications Plan and Materials.
- Assist in the maintaining of the Project Issues Log and Action Items Log

Payroll Representative

- Define payroll procedures and responsibilities
- Document payroll rules and policies
- Propose and facilitate any desired changes to payroll rules and policies

- Confirm CONTRACTOR system parameter settings
- Report distribution
- Support questions regarding policies
- Monitor established processes and procedures
- Define, execute and validate Payroll related Test Plans
- Attend B-COMM User and Configuration training

Human Resources Representative

- Assist in communicating the decision to use the CONTRACTOR system to employees
- Build enthusiasm regarding the conversion
- Facilitate any required changes in payroll rules or policies
- Address all employee relations and policy issues that are affected by the system implementation
- Assist in documenting policies and description of pay rules
- Define, execute and validate HR related Test Plans
- Attend B-COMM User and Configuration training

ERP Representative

- Identify all touch points between B-COMM and ERP
- Assist in installation of ERP interface
- Support ERP interface
- Define, execute and validate ERP related Test Plans

MIS Representative

- Allocate the appropriate computer resources required for implementation
- Provide IP addresses for all applicable computer systems
- Provide VPN access for Contractor PM & AC, if possible, to the test environment and Project document repository

Desktop Services Administrator

- Ensure County PC readiness
- Supervisor desktops (web browsers installed)
- Administrative desktops (i.e., security County)
- Provide PC and operating system training if required
- Install Contractor time clocks

Network/Systems Administrator

- Provide LAN / WAN system administration
- Provide LAN / WAN connections with all computer systems and shop floor hardware
- Ensure network readiness
- Determine and implement a web server backup plan
- Determine and implement a disaster recovery plan
- Perform routine housecleaning tasks for all servers – purging old files and ensuring archive logs have enough disk space
- Provide the required user accounts and operating system permissions

Database Administrator

- Determine and implement a database backup plan
- Determine the disk storage requirements for the database
- Allocate space for and build the database
- Support application testing, ensuring proper database operation, as required
- Monitor table, disk utilization, and fragmentation on a periodic basis to ensure that space allocation does not become a critical issue
- Maintain an ongoing configuration map for the development and production databases, including links to other databases and ERP systems
- Verify that nightly (or periodic) backups have run successfully; examine all appropriate logs; verify that databases are running
- Perform routine housecleaning tasks – purging old files and ensuring archive logs have enough disk space
- Perform ongoing database performance tuning and work with the system administrator on operating system specific performance issues
- Set and maintain user and database administrator passwords
- Create user and developer accounts and distribute appropriate privileges as needed
- Provide support for configuration migration in enterprise site by site implementation

Corporate Trainer

- Work with Contractor training specialist in coordinating County participation in Contractor lead training.
- Lead the development of training materials for use in training supervisors and end users.
- Coordinate delivery of training classes to supervisors and end users.

Contractor Project Team

Manager, Implementation Services

- Chooses the project manager/application consultant and forms the project team
- Function as top management champion for the implementation process
- Remove obstacles to the implementation process
- Act as an escalation point for unresolved issues

Project Manager/Application Consultant

- Review and analyze County's payroll policies as they relate to B-COMM
- Configure application system parameters to comply with County policies
- Identify variances between software and County policies
- Work with County test team to correct any identified issues
- Assist in the installation of B-COMM software
- Configure the B-COMM application on the County web server
- Perform technical readiness checks
- Perform technical recommendations and consulting on implementation plan
- Perform consulting on technology related issues
- Design configuration settings to meet County requirements
- Enter application configuration

- Support various testing cycles technically and operationally
- Deliver training technically and operationally
- Prepare production environment for go-live
- Define interface specifications in cooperation with County
- Correct any issues identified by County test team
- Support issue resolution as needed

Appendix II

Educational Services

The educational requirements outlined in this document are based on the following assumptions:

- County will identify 8 technical resources to participate in hands-on application training while the B-COMM consultant is onsite at the County's location (2 each from PMMW, Seaport, PROS, IDT Sys Admin)
- Re-training of core system users due to staff turnover are not part of this Statement of Work.
- Training for customized report writing is not part of this Statement of Work.
- Contractor will provide Terminal Configuration/Troubleshooting & Local Biometric Enrollment training at 10 sites to be determined by the project team.
- County will conduct all supervisor and employee level training.

Appendix III

Project Control and Administration

The Contractor Project Manager is responsible for the successful implementation of B-COMM. They manage and report on Contractor throughout the implementation ensuring the project is on time and within budget.

Change Control Management

Contractor and County shall discuss all requested changes and out of scope issues before any implementation of the proposed changes are made. Contractor will outline and define the possible ramifications and outcome of instituting the changes, as well as define any adjustment to implementation timelines and costs that will be incurred by the County.

To resolve out of scope issues, a Change Request form will be completed by the Contractor Project Manager and the requirement documented. The time required conducting additional analysis, documenting, configuring and testing new policies and/or scope requirements is billable and not part of this Statement of Work. Additional time will need to be purchased from Contractor to resolve out of scope tasks.

Written notification and agreement by both Contractor and the County is required for any change in the scope of the project, the implementation approach, and/or the deliverables of the Contractor B-COMM implementation.

EXHIBIT 1 IT RECOMMENDATIONS



B-COMM for
PeopleSoft IT Recom

IT Recommendations
B-COMM for PeopleSoft



Prepared for Miami-Dade County

November 28, 2012

Premise:
5,000 Users
100 Kaba Clocks

KABA

Kaba Workforce Solutions

Miramar, Florida

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B-COMM Server Requirements

B-COMM software is based on two tier architecture. The first tier is The B-COMM Application Server and the second tier is the database server.

B-COMM Application Server

The B-COMM Application Server runs the servers and service required by B-COMM to process data and to receive and send data to Terminals and the ERP System. The B-COMM application server can run on Microsoft Windows Server 2003 Standard and Enterprise Editions, Microsoft Windows Server 2008 Standard and Enterprise Editions (including R/2) and RedHat Enterprise Linux version 5 and 6. Microsoft Windows and RedHat Linux operating systems are supported on x86 and x64 architectures.

B-COMM is an Enterprise Java Application and needs a Java Application Server to run. Kaba supports JBOSS Application Server version 5 by RedHat available in commercial and free versions. Kaba also supports Oracle WebLogic 11g (WebLogic 10.3) servers provided by Oracle.

B-COMM Application Server Recommended Configuration

- Processor: Intel Xeon class Processor with Quad cores
- Memory: 8 GB Memory
- Storage: 6 – 10 GB needed for the application and logs
- Network: High Speed Ethernet interface
- OS: Microsoft Windows Server 2008 R/2 x64 Standard Edition
- Java App Server: Oracle WebLogic 11g or JBOSS 5 Application Server software

B-COMM Database Server

The B-COMM database server can run on a variety of hardware platforms. Since Kaba does not install any software on the database server, the list of possible hardware and operating system combination includes all platforms supported by the RDBMS vendors. Kaba supports Oracle 10g and 11g, and Microsoft SQL Server 2005 and 2008 for the DBMS Software. Kaba supports multiple Operating Systems for the Database Server; basically any OS supported by the DBMS vendor is supported. Initial Database Size should be 6 – 8 GB per 1000 users, with 2-4 GB of growth per 1000 users per year. The memory requirements for Oracle databases are higher than that of Microsoft Systems.

B-COMM Database Server Recommended Configuration

- Processor: Intel Xeon class Processor with Quad cores
- Memory: 8 GB Memory
- Storage: 6 – 8 GB per 1000 users,
- Storage Growth: 2-4 GB of growth per 1000 users per year
- Network: High Speed Ethernet interface
- OS: Microsoft Windows Server 2008 R/2 x64 Standard Edition
- DB: Microsoft SQL Server 2005/2008 Standard Edition or Oracle 10g(10.2)/11g(11.2)

Architectural Considerations

B-COMM Servers can exist in a variety of configuration including single server, multi-server and multi-instance configuration.

Network Requirements and Bandwidth Requirements

All B-COMM servers must reside in the same data center and IP subnet to reduce network latency between servers. The greatest amount of network traffic in a B-COMM system is between the B-COMM Database Server and B-COMM Application Server, Network latency between B-COMM Servers should not exceed 1 ms. In order to have optimal performance on data collection terminals, Network Latency from data collection terminals to B-COMM Servers should not exceed 200 ms. Average transaction size for Data Collection Terminals is 512 bytes.

Instances

Typical B-COMM installation consists of a single instance environment consisting of the Application Server and the Database Server. B-COMM can be placed in a multi-instance environment consisting of more than one application and database servers physically and logically separated to form more than one B-COMM

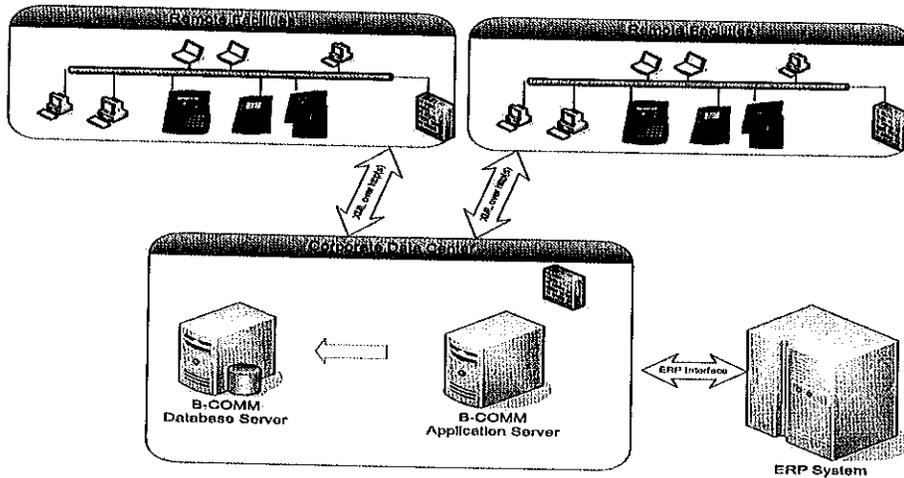


Figure 1: B-COMM in a Single Instance Environment

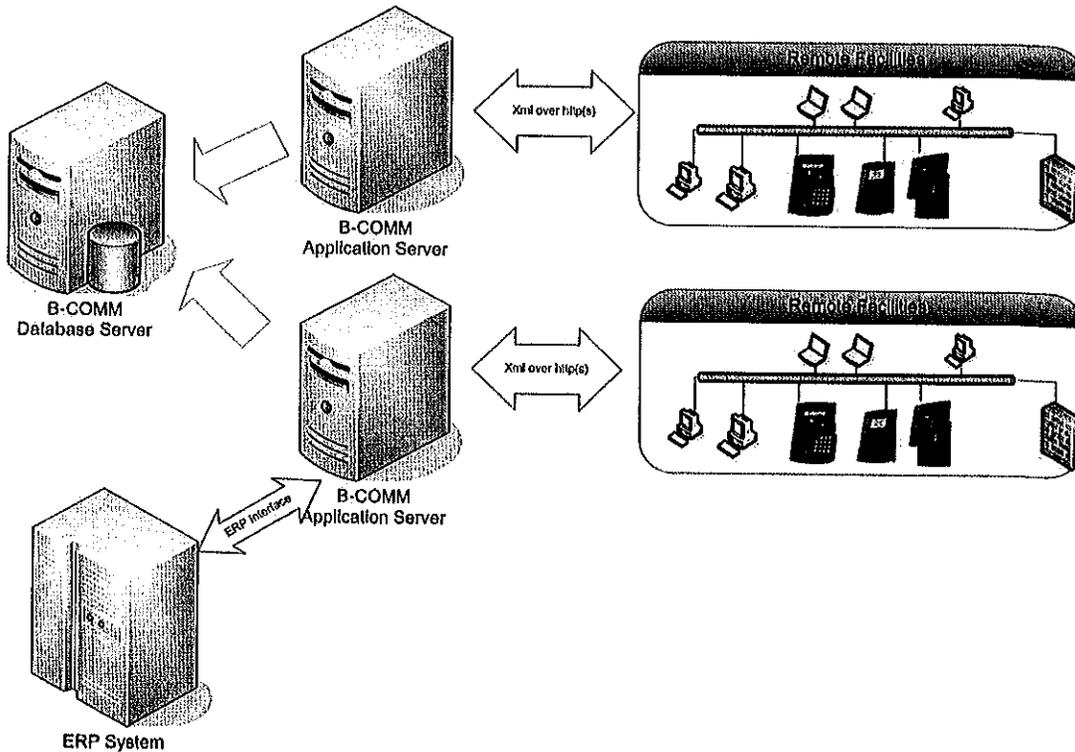


Figure 2: B-COMM in a Multi-instance Environment

Load Balancing and High Availability

Kaba's B-COMM application uses the TCP protocol on the Transport Layer and Http/Https protocol with XML and HTML documents on the Application layer. The usage of standard protocols and documents allows customers to use Load Balancing and High Availability hardware in a multi server environment. Kaba does not officially endorse a particular hardware vendor for HA or Load Balancing devices, however, any device used must support "sticky sessions". Sticky sessions work with the load balancer to improve efficiency of Persistent Sessions in a clustered configuration.

In addition to application server high availability, B-COMM database can also function in a SQL Server Cluster or in an Oracle RAC environment. Kaba does not provide configuration or maintenance support for configuring database clusters.

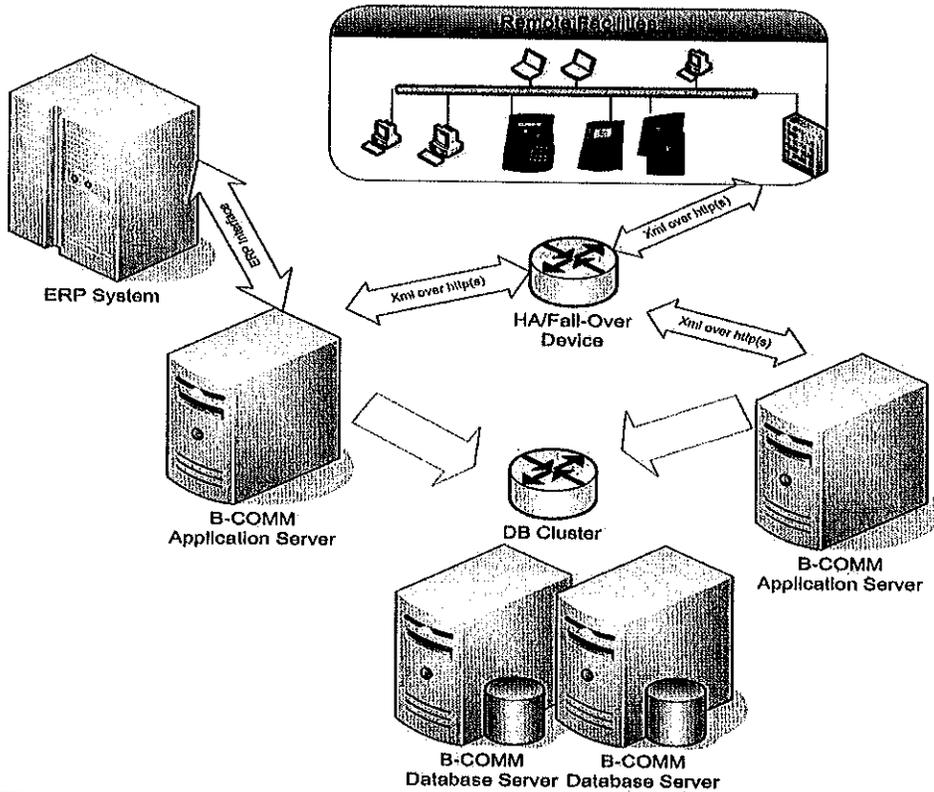


Figure 3: B-COMM in a Multiple Server Environment with High Availability and Load Balancing Devices

Please note that certain Kaba clocks will not work in a load balanced configuration when using HTTPS.

Offline Capabilities of Kaba Terminals

The Kaba data collection terminals enter offline mode when:

- the network is unavailable,
- the B-COMM Application Server is unavailable
- or the B-COMM Database Server is unavailable

However, when the Kaba terminals are in Offline mode they will still collect data. All data collected in offline mode is stored on the terminals local storage, until the terminals come into online mode. The Kaba Terminals will continue to check the availability of the servers every few seconds. When the Kaba Terminals come back online after being offline, all data collected in offline mode is immediately transmitted to the B-COMM Application Servers. The terminals are capable of collecting thousands of transactions in offline mode, the actual range depends on the type of Kaba terminal and the amount of storage available.

Virtualization

B-COMM is supported in virtual environments provided by VMware and Microsoft. B-COMM has been tested with VMWare vSphere 4 and 5 and with Microsoft HyperV. The specifications for Virtual Machines are similar to the specification given for physical devices above. Virtual machines will perform slower than a similarly configured physical box due to the fact that there are two Operating System involved in a virtual machine environment.

Several DBMS vendors support virtualization of databases, however, due to the negative impact on performance, virtualizing of Production databases is not a practice recommended or supported by Kaba. Additionally, Kaba software solutions are network intensive and problems may arise where physical network interfaces are shared between several virtual machines. In certain cases, where problems point towards issues in the virtual environment, Kaba will ask the customer to introduce physical servers in the environment to eliminate the possibility of problems due to virtualization.

**APPENDIX B –
PAYMENT SCHEDULE**

APPENDIX B – PAYMENT SCHEDULE

Pricing

B-COMM® for PeopleSoft Time and Labor * PeopleSoft Time & Labor Validated Integration	Per Employee	1,871	\$7	\$13,097
Biometric Enrollment at TCD * Enables Biometric enrollment at any TCD	One Time Fee	1	\$1,780	\$1,780
Software SubTotal				\$14,887
B-Web 9540 PoE w/CBM 5000, HID Prox Reader and BBU	Per TCD	100	\$2,480	\$248,000
Option: B-Web 9540 PoE w/CBM 3000, HID Prox Reader and BBU	Per TCD	1	\$2,345	
Option: B-Web 9540 PoE w/CBM 500, HID Prox Reader and BBU	Per TCD	1	\$2,115	
TCD SubTotal				\$248,000
Professional Services (Phase 1 Pilot)	Per Hour	188	\$160	\$30,080
Professional Service Travel Time (6 resource trips @ 3 hours each)	Per Hour	18	\$50	\$900
Professional Services (Phase 2 Rollout)	Per Hour	124	\$160	\$19,840
Professional Service Travel Time (6 resource trips @ 3 hours each)	Per Hour	30	\$50	\$1,500
Professional Services SubTotal				\$62,320
Phase 1 Pilot				
B-COMM Implementation * To maximize productivity, it is suggested that the Kaba resource stay near Miami-Dade County during the initial B-COMM implementation.	Per Trip	1	\$850	\$850
Training Sessions (4 - Terminal Configuration/Troubleshooting & Local Biometric Enrollment 1 at each Pilot Site)	Per Day	4	\$75	\$300
Phase 2 Rollout				
Estimated Training Sessions (10 Terminal Configuration/Troubleshooting & Local Biometric Enrollment – sites to be determined by Miami-Dade)	Per Day	10	\$75	\$750
Travel SubTotal				\$1,500
Software Escrow Agreement - Year 1	Per Year	1	\$700	\$700
Software Escrow Agreement - Year 2	Per Year	1	\$700	\$700
Software Escrow Agreement - Year 3	Per Year	1	\$700	\$700
Software Escrow Agreement - Year 4	Per Year	1	\$700	\$700
Software Escrow Agreement - Year 5	Per Year	1	\$700	\$700
Escrow SubTotal				\$3,600
All devices and software licenses - Year 1	Included First Year			
All devices and software licenses - Year 2	Annual			\$25,680
All devices and software licenses - Year 3	Annual			\$25,680
All devices and software licenses - Year 4	Annual			\$25,680
All devices and software licenses - Year 5	Annual			\$25,680
Maintenance SubTotal				\$102,720
Total				\$423,327

OPTIONAL SERVICE FEES, SOFTWARE ESCROW, EQUIPMENT AND PROFESSIONAL SERVICES

(i) Optional Years to Renew Fee Schedule:

Maintenance and Technical Support Service Fees

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 - Maintenance and Technical Support Service Fees (Years 6, 7, and 8)		\$ 79,353
Maintenance and Technical Support Service Fees Contract Year 6	\$26,451	
Maintenance and Technical Support Service Fees Contract Year 7	\$26,451	
Maintenance and Technical Support Service Fees Contract Year 8	\$26,451	
OTR 2 - Maintenance and Technical Support Service Fees (Years 9, 10, and 11)		\$81,735
Maintenance and Technical Support Service Fees - Contract Year 9	\$27,245	
Maintenance and Technical Support Service Fees - Contract Year 10	\$27,245	
Maintenance and Technical Support Service Fees - Contract Year 11	\$27,245	

Software Escrow Fees

DESCRIPTION	ANNUAL FEES	
	OTR 1	OTR 2
Software Escrow Fees – Year 1	\$ 800	\$ 926
Software Escrow Agreement – Year 2	\$ 840	\$ 972
Software Escrow Agreement – Year 3	\$ 882	\$ 1,021
Extended Total Software Escrow Fees	\$2,522	\$2,919

(ii) Professional Service Fee Schedule:

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

Position Description	Initial Term Rates	OTR 1 Rates	OTR 2 Rates
Programmer	\$195 Per Hour	\$210 Per Hour	\$225 Per Hour
Junior Programmer	\$160 Per Hour	\$185 Per Hour	\$195 Per Hour
Project Manager	\$160 Per Hour	\$185 Per Hour	\$190 Per Hour
Trainer	\$150 Per Hour	\$175 Per Hour	\$190 Per Hour
System Administrator	\$225 Per Hour	\$250 Per Hour	\$275 Per Hour
Database Administrator	\$225 Per Hour	\$250 Per Hour	\$275 Per Hour
On-site Training	\$1,200 Per Day	\$1,400 Per Day	\$1,520 Per Day

(iii) Optional Devices and Software Features:

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

Pricing

B-COMM Absence Management Module	Per Employee	1	\$4
Mobile Solution	Per Device	1	\$250
Web Clock	Per Employee	1	\$10
Kaba B-Web 9540 PoE w/CBM 5000 and BBU	Per TCD	1	\$2,170
Kaba B-Web 9540 PoE w/CBM 500 and BBU	Per TCD	1	\$1,985
Kaba B-Web 9540 PoE w/HID Reader and BBU	Per TCD	1	\$1,755
IVR SaaS Model * Per minute rate based on usage. Estimated for 300 users, 4 punches per day, 250 working days per year = 300,000 minutes * \$2,500 Initial setup fee also applies * Requirements definition necessary for quote	Per Minute	300,000	\$0.134
IVR On-Premise Model / 12 Line System * Supports up to ~177 simultaneous users * \$4,200 Initial setup fee also applies * Requirements definition necessary for quote	Per Server	1	\$25,500

Prior to initiating work on these optional items, the County and Contractor will define the scope of work via a work order issued under this Agreement. The County reserves the right to negotiate each order with the Contractor. Addition of sites shall require a Contract Amendment.

**APPENDIX C –
FACILITY LOCATIONS AND DEVICE COUNTS**

Public Works Waste Management Department
Biometric Time Clocks: Proposed Device Locations

Column1	Column2	Column3	Column4	Column5	Column54	Column55	Column6	Column7	Column8	Column82
1	Admin	Marlin Luther King Bldg East Side	2525 NW 52nd St. Suite 5100 (E)		2	\$4,340	Within east side entry doors off of lobby	Admin Staff	Yes	Yes
2	Admin	Marlin Luther King Bldg West Side	2525 NW 52nd St. Suite 5100 (W)		3	\$6,510	Within Enforcement/Accounting Suite	Admin Staff	Yes	Yes
7	SW	South Dade Landfill Main Building - Transfer Division & Collections Operations	24000 S.W. 97th Ave.		3	\$6,510	2nd Floor Entry	Landfills Staff	Yes	Yes
8	SW	South Dade Landfill	24000 S.W. 97th Ave.		2	\$4,340	3rd Floor Entry	Transfer Staff	Yes	Yes
9	SW	South Dade Landfill - Enforcement Division	24000 S.W. 97th Ave.		1	\$2,170	1st Floor Entry	Maintenance Staff	Yes	Yes
9	SW	Northeast Transfer Station - Main Building	18701 NE 6 Ave.		1	\$2,170	Main Entrance Hallway - Admin. Office	Transfer Staff	Yes	Yes
10	SW	3A - Collection Operations Trailer	18701 NE 6 Ave.		3	\$6,510	Refer to comments	Garbage Staff	Yes	Yes
3	SW	North Dade Landfill Main Building - Disposal Operation,	21500 NW 47th Ave.		1	\$2,170	2nd Floor Entry	Landfills Staff	Yes	Yes
4	SW	North Dade Landfill Scale-House	21500 NW 47th Ave.		1	\$2,170	1st Floor maintenance Office	Maintenance Staff	Yes	Yes
16	SW	North Dade Landfill Main Building - Enforcement Division, and Maintenance	21500 NW 47th Ave.		1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
5	SW	Resources Recovery Engineering Trailer	6990 NW 97 Ave.		1	\$2,170	1st Floor Entry	Landfills Staff	Yes	Yes
6	SW	Resources Recovery Disposal Trailer	6990 NW 97 Ave.		1	\$2,170	Main Lobby of Trailer	Transfer Staff	Yes	Yes
36	PW	Mosquito Control	8901 NW 58th St.		1	\$2,170	Mosquito Control	Mosquito Control	Yes	Yes
31	PW	R&B	9301 NW 58th St.		6	\$13,020	R&B	R&B	Yes	Yes
13	SW	58th St Main Building	8831 NW 58th St.		7	\$15,190	7BD	Garbage & Trash	Yes	Yes
32	PW	TS&S	7100 NW 58th St.		4	\$8,580	TS&S	TS&S	Yes	Yes
12	SW	Central Transfer Station	1150 NW 20 St.		1	\$2,170	Main Entrance Hallway - Transfer Station	Transfer Staff	Yes	Yes

15	SW	Golden Glades	140 NW 160th St	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
17	SW	Norwood	19901 NW 7 Ave.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
18	SW	Palm Springs N.	7870 NW 173 St.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
19	SW	West Little River	1830 NW 79th St.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
11	SW	West Transfer Station	2900 SW 72 Ave.	1	\$2,170	Main Entrance Hallway - Admin. Office	Transfer Staff	Yes	Yes
14	SW	3B	8000 SW 107 Ave.	8	\$17,360	TBD		Yes	Yes
26	SW	Sunset Kendall	8000 SW 107 Ave.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
20	SW	Chapman Field	13600 SW 60th St.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
21	SW	Eureka Drive	9401 SW 184th St.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
22	SW	Moody Drive	12970 SW 268th St.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
23	SW	Richmond Hts	14090 Boggis Drive	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
24	SW	Snapper Creek	2200 SW 117 Ave.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
25	SW	South Miami Hts.	20800 SW 117 Ct.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
27	SW	West Perrine	16651 SW 107 Ave.	1	\$2,170	Guardhouse Interior	Trash Staff	Pending	Yes
28	PW	SPCC 14th floor	111 NW 1st St. 14th fl.	2	\$4,340	SPCC 14th	SPCC	Yes	Yes
29	PW	SPCC 15th floor	111 NW 1st St. 15th fl.	2	\$4,340	SPCC 15th	SPCC	Yes	Yes
30	Admin	SPCC 16th floor	111 NW 1st St., 16th fl.	2	\$4,340	SPCC 16th	SPCC	Yes	Yes
33	PW	Rickenbacker CSWY	2601 Brickell Ave.	1	\$2,170	Rickenbacker CSWY	Rickenbacker CSWY	Yes	Yes
34	PW	Rickenbacker Mica.	4601 Rickenbacker Cswy	1	\$2,170	Rickenbacker Mica.	Rickenbacker Mica.	Yes	Yes
35	PW	Venetian Causeway	800 Venetian Way	1	\$2,170	Venetian Causeway	Venetian Causeway	Yes	Yes
37	PW	Bridge	Miami Avenue over the Miami River, #874463 and # 874464	1	\$2,170	Bridge		No	Yes

38	PW	Bridge	SW 2 nd Avenue over the Miami River, # 874284	1	\$2,170	Bridge	Yes	Yes
39	PW	Bridge	NW 17 th Avenue over the Miami River, # 874161	1	\$2,170	Bridge	No	Yes
40	PW	Bridge	NW 22 nd Avenue over the Miami River, # 874383	1	\$2,170	Bridge	No	Yes
41	PW	Bridge	Tamiami Swing Bridge over the Miami Canal (NW SOUTH RIVER DR), # 874135	1	\$2,170	Bridge	No	Yes
42	PW	Bridge	Venetian Causeway, # 874459 and # 874474	1	\$2,170	Bridge	No	Yes
43	PW	Bridge Shop	15 SE 5th Street	1	\$2,170			

Seaport Department
Biometric Time Clocks: Proposed Device Locations

Clock No.	Functional Area	Facility or Building Name	Address	Approximate No. of Staff (daily)	Devices with Both Capabilities	Cost	Current location of existing device/proposed location of new device within Facility. (Room no. or description)	Primary User Division	County Network Available?	Power Available?
Column1	Column2	Column3	Column4	Column5	Column8	Column9	Column10	Column11	Column12	Column13
1	Maintenance / Housekeeping	Maintenance / House	1580 N. Cruise Blvd.		2	\$ 4,340	Close to Front Door / Main Hallway	Yes	Yes	Yes
2	Human Resources	Human Resources	1015 N. America Way		1	\$ 2,170	TBD	Yes	Yes	Yes
3	Operations	Operations	1015 N. America Way		1	\$ 2,170	Rm. 123 New Security Bldg. next to glass door - main conference room	Yes	Yes	Yes
4	Security	Security	905 S. America Way		1	\$ 2,170	TBD	Yes	Yes	Yes
5	IT	IT	1015 N. America Way		2	\$ 4,340	TBD	Yes	Yes	Yes