

REQUEST FOR PROPOSALS (RFP) No. 854
FOR A
ORACLE'S PEOPLESFT ENTERPRISE APPLICATION DATA ARCHIVING SOLUTION

PRE-PROPOSAL CONFERENCE TO BE HELD:

September 25, 2013 at 10:00 AM (local time)
111 NW 1st Street, 18th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for the
Information Technology Department

COUNTY CONTACT FOR THIS SOLICITATION:

Josh Brown, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-44725
E-mail: joshbro@miamidade.gov

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

Friday, October 11, 2013 at 2:00 PM (local time)

at

CLERK OF THE BOARD

Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

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

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

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

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

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Information Technology Department, hereinafter referred to as "ITD," is soliciting proposals for a turnkey, County-hosted Data Archiving Solution (Solution) for the County's implementation of the Oracle's PeopleSoft Enterprise Resource Planning (ERP) Application. It is anticipated that the proposed Solution will initially be implemented for the purpose of archiving data currently housed in the Human Capital Management (HCM) and Financial/Supply Chain (Financial) Applications contained within ERP. The HCM Application currently contains in excess of 500 gigabytes of data and the Financial Application contains in excess of 400 gigabytes of data. The selected Proposer shall be responsible for providing perpetual software licenses, training and implementation services as well as ongoing support and maintenance for the proposed Solution.

The County anticipates awarding a contract for an initial five (5) year period, with two (2), three-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	September 13, 2013
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidadegov at least five days in advance.
Deadline for receipt of questions:	Friday, September 27, 2013 by 5:00PM (Local Time) to the County contact listed on the front cover.
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Anticipated to begin the week of October 14, 2013.
Projected award date:	

1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

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

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". **The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.** The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

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

1.4 Cone of Silence

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

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

The provisions do not apply to, among other communications:

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

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

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

1.6 Lobbyist Contingency Fees

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

action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Information Technology Department, hereinafter referred to as "ITD," is soliciting proposals for a turnkey, County-hosted Data Archiving Solution (Solution) for the County's implementation of the Oracle's PeopleSoft Enterprise Resource Planning (ERP) Application. It is anticipated that the proposed Solution will initially be implemented for the purpose of archiving data currently housed in the Human Capital Management (HCM) and Financial/Supply Chain Applications contained within ERP.

The HCM Application currently contains in excess of 500 gigabytes of data and the Financial Application contains in excess of 400 gigabytes of data. The selected Proposer shall be responsible for providing perpetual software licenses, training and implementation services as well as ongoing support and maintenance for the proposed Solution. The proposed Solution should be certified to operate on current and future releases of Oracle's PeopleSoft software. The selected Proposer should be certified on IBM hardware to ensure the needed level of expertise for Solution implementation and ongoing support.

2.2 BACKGROUND

The County currently uses Oracle's PeopleSoft Enterprise Resource Planning (ERP) Application to meet various operational needs within the County, including HCM and Financial/Supply Chain Applications (Applications). There is currently no systematic solution in place to archive and catalogue the data generated by ERP. The Financial/Supply Chain Application is utilized primarily by the Miami-Dade Water and Sewer (WASD) and Aviation (MDAD) Departments. In the future, the Financial/Supply Chain Application, as well as other ERP components, may be expanded to additional County departments; therefore, the proposed Solution must be scalable in order to accommodate future archiving initiatives to be completed at the sole discretion of the County.

2.3 CURRENT ENVIRONMENT

A) Data Environment

The Applications run on IBM p6 Eclipses p695 using AIX 6.1, on Oracle Database Enterprise Edition 11g for the Financial Application. The County maintains data from the Applications on Tier 1 Storage Area Network (SAN) storage media. Tier 1 SAN storage is housed on IBM AIX platform with uptime of 99.999% with high duty cycle and performance disk drives. In the future, data may reside on Tier 2 SAN storage housed on Solaris, Linux, and Microsoft platforms with uptime of 99.99% with medium to high duty cycle and performance disk drives or Tier 3 SAN storage housed on a Microsoft platform

with 99.9% uptime and low to medium duty cycle and performance disk drives. Additionally, data that is not essential for real time/prompt retrieval may be archived on tape.

B) Application Environment

Miami-Dade County is currently licensed for the following Applications:

1. Enterprise Financial/Supply Chain Application Version 9.1 includes the following modules:

- Asset Management
- Billing
- Budgeting
- Cash Management
- Commitment Control
- Contracts
- Deal Management
- Expenses
- eProcurement
- General Ledger
- Grants
- Inventory
- Payables
- Program Management
- Project Costing
- Purchasing
- Receivables
- Strategic Sourcing

2. Enterprise HCM Application Version 8.9 being upgraded to 9.1 includes the following modules:

- Human Capital Management (HCM)
- Payroll for North America
- Talent Acquisition / Candidate Gateway
- Time and Labor
- Absence Management
- Discipline / Grievance Tracking
- Workforce Management
- Compensation
- Workforce Learning (eLearning)
- ePerformance
- Profiles

2.4 DESCRIPTION OF SOFTWARE TO BE PROVIDED

The proposed Solution should include a turnkey, County-hosted software system that is capable of archiving County data from Oracle's PeopleSoft Enterprise Applications that includes archiving, cataloging, and data restore functionality as well as the capability to analyze data and ensure eligibility prior to archiving. The proposed Solution may be used for archiving data from all Applications set forth in Section 2.3, Item B. The proposed Solution must be compatible with current and future versions of the Applications in use at the County as well as capable of interfacing directly through the Applications to accommodate the use of role-based access.

The proposed Solution should include perpetual software licenses to accommodate up to 50 Solution users that complete archiving activities, including business analysts, technical staff and application owners as well as provide an unlimited number of users with the ability to view archived data separately or when merged with production data. All third party software licenses that may be required to access third party applications are to be included with the proposed Solution. The County will not purchase separate software licenses for third party applications which are integrated into the proposed Solution. In the event that the proposed Solution requires third party software licenses in order to meet the technical and functional requirements of this solicitation, during contract negotiations, the County reserves the right to leverage software license agreements that may be in place between any proposed third party software copyright holder and the entities included as "users" for this solicitation, with the objective of reducing software acquisition and/or maintenance costs.

2.4.1 General Technical Requirements/Services

Proposers are required to complete the General Technical Requirements/Services table outlined in the Proposer Information Section, Item No. 17 indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements.

The proposed Solution shall be capable of operating within the County's Technology Model as outlined in Attachment 1 and meeting the County's Hosting Requirements as outlined in Attachment 2.

2.5 MAINTENANCE SERVICES TO BE PROVIDED

The proposed Solution must be of the most recent release and the selected Proposer shall provide maintenance services for the proposed Solution throughout the term of the contract. These services shall include updates and upgrades to the Solution to maintain compatibility with future County hardware and software infrastructure. Upgrades should be provided within 6 months of release at no additional cost to the County and should include any re-architecture or implementation cost associated with the support of the new release. Maintenance Services shall include corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. All environments, production and non-production, including testing and staging shall also be covered under Maintenance Services. Maintenance Services may be provided via remote services to County servers either by Citrix SSL VPN, Encrypted Connection, or dedicated IP address. Access to such remote services will require prior approval from the County. Proposers should provide a detailed description of Maintenance Services to be provided in Item No. 22 of the Proposer Information Section.

2.6 TRAINING SERVICES TO BE PROVIDED

The selected Proposer shall provide on-site training on the proposed Solution using a train the trainer approach for a minimum of 50 users, to include 10 business analysts, 25 developers, 5 security staff, 5 database administrators, and 5 application owners. Additional training should be made available via on-line videos, web seminars or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Such resources may be made available via the existing Oracle User Productivity Kit (UPK). Proposers should provide a detailed description of training services to be provided in Item No. 21 of the Proposer Information Section.

2.7 TECHNICAL SUPPORT SERVICES TO BE PROVIDED

The County's preferred escalation process for technical support services is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	Four (4) hours	Seventy-two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	Twenty-Four (24) hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

The selected Proposer should have a live support help desk available on a toll free basis for Monday through Friday between the hours 7:00 AM to 7:00 PM Eastern Standard Time to assist the County with technical support issues. The selected Proposer should also make live support available 24 hours per day, 7 days per week to address Critical issues or scheduled activities. Proposers should provide a detailed description of technical support services to be provided in Item No. 24 of the Proposer Information Section.

2.8 IMPLEMENTATION SERVICES TO BE PROVIDED

The selected Proposer shall be responsible for providing on-site installation and configuration services for the Solution. The selected Proposer shall be responsible for testing the Solution and insuring proper functionality prior to launching the Solution in the production environment. Implementation must be inclusive of services for the HCM component, services for WASD on the Financial Application and services for MDAD on the Financial Application.

An additional phase may include future expansion as ERP is implemented throughout the County. Such expansion may be incorporated into future scopes of services. It is anticipated that appropriate knowledge transfer efforts and training will be completed during each track. Proposers should provide a detailed description of implementation services and timeline in Item Nos. 18 and 19 of the Proposer Information Section.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation Criteria		Points
Technical Criteria		
1.	System Functionality/Services: Proposer's capability to meet the functional and technical specification requirements described in this Solicitation, together with an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation including but not limited to: A) Functionality B) System Infrastructure C) Maintenance Services D) Technical Support Services E) Training Services	30
2.	Proposer's approach and methodology to providing the services requested in this Solicitation including usability, customization, implementation, training, maintenance and support services.	30

Evaluation Criteria		Points
3.	Proposer's relevant experience and qualifications with Oracle's PeopleSoft HCM and Financial/Supply Chain Applications, Oracle databases and IBM AIX systems, including key personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	20
<u>Price Criteria</u>		
4.	Proposed price will be evaluated based on the Solution proposed and overall best value to the County.	20

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

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

right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

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

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

During negotiations, the Proposer(s) may propose to the County the terms, conditions, and pricing for additional products and services to be provided to the County during the course of the contract which may serve to enhance the project, improve the efficiency or ease of use of the project elements, or result in net savings to the County. Those terms and conditions may be incorporated into the contract to be exercised at the sole discretion of the County. This may include, but is not limited to, additional enterprise applications related to the ERP environment.

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

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

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

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

4.9 Contract Award

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

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration

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

b) Insurance Requirements

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

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation 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 Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Proposal Submission Package (Including Forms A1-A6)
Form B-1 Price Proposal Schedule
Draft Form of Agreement
Attachment 1 – Miami-Dade County Technology Model
Attachment 2 – Miami-Dade County Hosting Compatibility Matrix

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. 854
ORACLE'S PEOPLESOFT ENTERPRISE APPLICATION
DATA ARCHIVING SOLUTION

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

1. Form A-1, Cover Page of Proposal

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

2. Proposer Information

Complete following the requirements therein.

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

3. Affidavits/Acknowledgements

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and twelve (12) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container. Proposers are also requested to submit an electronic version of the Proposal in PDF format or equivalent. Electronic media submitted may be either Compact Disk (CD) or USB Flash Drive and shall bear a label on the outside containing the RFP number and name and the name of the Proposer. All electronic media submitted to the County will not be returned to the Proposer.

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Clerk of the Board

Stephen P. Clark Center

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

Miami, FL 33128-1983

RFP No.: 854

RFP Title: Oracle's PeopleSoft Enterprise Application Data Archiving Solution

Proposal Due Date:

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
IF CORPORATION:		
Date Incorporated/Organized: _____		State Incorporated/Organized: _____
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
<input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
CRIMINAL CONVICTION DISCLOSURE:		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose.		
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:		
By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.		

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 7/29/11

Proposer Information Section

ORACLE'S PEOPLESFT ENTERPRISE APPLICATION DATA ARCHIVING SOLUTION

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

PROPOSER'S BACKGROUND, EXPERIENCE AND PAST PERFORMANCE

1. Describe the Proposer's company background, past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include information on how long the company has specifically provided the proposed Solution and the amount of company revenue associated with such Solutions. Provide detailed information specifically regarding the number of staff dedicated to the development and support of the proposed Solution and how much is invested in research and further develop of such Solutions. This should include a description of any corporate mergers, buyouts, or acquisitions previously completed or under current consideration.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) complexity in terms of project scope and team size, (iv) length of the contract, (v) statement of whether Proposer was the prime contractor or subcontractor, and (vi) the results of the project. Specifically, this should include a description of all successful implementations of the proposed Solution that have taken place in the last three (3) years. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). This should specifically include a description of projects completed in the state of Florida for entities governed under Florida Statute No. 112 pertaining to public records laws and retention. Client contact person, phone number, and e-mail should be provided upon request. At a minimum, detailed client and project information must be received as requested in the Proposal Submission Package.
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) County contact person and phone number, (iv) statement of whether Proposer was the prime contractor or subcontractor, and (v) the results of the project.
4. Provide a detailed description of the Proposer's past experience and relationship with Oracle and the implementation services with the Oracle product family. Specifically identify any previous implementations conducted on Oracle's PeopleSoft Enterprise Applications, including the versions and modules for which this development was done. Include samples of previous project plans and timelines.
5. Provide a listing of all major clients using the proposed Solution including public entities, and modules each client is using. Specifically identify clients that are using Oracle's PeopleSoft Enterprise Applications.

Listing Must Include:

Name of the Agency
Name/Title of the Contact Person
Contact Person's Phone Number

Contact Person's E-mail Address
Project initiation and end dates
Summary of Work Completed

KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES

6. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. Describe experience, qualifications and other vital information of all key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
7. List the names and addresses of all subcontractors, and describe the extent of work to be performed by each subcontractor.
8. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects of all key personnel, including those of subcontractors, who will be assigned to this project. Specifically outline experience with similar infrastructure to the County's, including Oracle's PeopleSoft Applications, Oracle database and IBM AIX Operating System and IBM hardware. This should include resumes, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

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

PROPOSED SYSTEM FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES

9. Describe each component of the proposed Solution and outline how it will meet the requirements outlined in Section 2.4. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed Solution. This should include a diagram of the technical components of the proposed Solution and a description of where such components are installed and a schematic of the data model as well as the application language used in the proposed Solution.
10. Describe where and how archived data is stored. Include any requirements that are needed to make the proposed Solution accessible from Tier 1, Tier 2, or Tier 3 storage as defined in Section 2.4, as well as information regarding the ability to access archived data from other Oracle's PeopleSoft instances other than Production (via the PeopleSoft delivered web interface), such as Development, Testing, or Staging. Include a description of the response times for data retrieval, including a breakdown by tier if applicable.
11. Provide a detailed description of the data format used by the proposed Solution, including any changes to format based on tiers.
12. Provide a detailed description of any anticipated production downtime, if any, for the Proposed Solution based on the data sizing outlined in Section 2.1.
13. Describe in detail the portions of the proposed Solution that will require configuration (setup) versus customization (additional development).
14. Describe the key value-added features of the proposed Solution (products or services) that differentiate Proposer from other archive solution providers. This may include the ability to archive in other related environments, such as Oracle Hyperion Suite with Essbase databases, Oracle Customer Care and Billing and Mobile Workforce Management, Infor Enterprise Asset Management, ECM Documentum, etc.

15. Provide the recommended hardware and software requirements for the proposed Solution, including any information regarding requirements for dedicated application servers, storage devices or other hardware as well as information regarding the ability to function in a virtual environment.
16. Explain in detail how data integrity is maintained in the proposed Solution. In particular, explain how data that is stored across many tables and is not yet defined with a child/parent relationship in the database and contains related business information is archived together.
17. Completely fill out and submit with your proposal response the questionnaire below as listed in Section 2.4.1.

Proposers are required to complete the charts below indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements. **Proposers should provide a detailed description of how the requirement is or is not met in the “Response Description” field for ALL items included in the table.** This should include a description of any customization required to meet the requirement. A blank or N/A in any box will be interpreted as an "N".

The acceptable response codes are as follows:

“Y” - “Yes” - Indicates that the requested functionality is currently available in the proposed Solution. Proposers should provide a detailed description of how the requirement will be met in the “Response Description” field. Identify whether the functionality is provided via a configuration option.

“N” – No” - Indicates that the requested functionality is not available in the proposed Solution.

“P” - “Partial”- Indicates that the requested functionality is partially available in the proposed Solution. Explain what aspect of the functionality is not provided with the solution. And if the missing ability can be provided through a customization, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

“F”- “Future”- Indicates that the requested functionality will be released with the next major update to software as part of the bundled package. Proposers must also include the anticipated release date for such update.

“C” - “Custom” - Indicates that the requested functionality can be accommodated through a software customization. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

General Technical Requirements/Services

The selected Proposer should be capable of meeting all requirements outlined below. Proposers should indicate their capability of fulfilling each requirement below using the codes outlined above.

	Requirement	Response (Y, N, P, F, C)	Response Description
Technical Requirements			
1.	Proposed Solution operates effectively with Oracle's PeopleSoft Applications 9.1 or higher and will maintain compatibility with future versions.		

	Requirement	Response (Y, N, P, F, C)	Response Description
2.	Proposed Solution is certified by Oracle for databases version 11G and above.		
3.	Proposed Solution is certified on IBM hardware and IBM AIX 6.1 and above.		
4.	Proposed Solution is able to have separate archive and restore capabilities for multiple business rules.		
5.	Proposed Solution is able to archive and restore transactional data by Oracle's PeopleSoft Applications, date, department and business unit using multiple business rules.		
6.	Proposed Solution is able to view production and archived data simultaneously through use of a merged view.		
7.	Proposed Solution is able to readily restore any data from the archived data back to the active/production tables in the same or separate database.		
8.	Proposed Solution is able to upgrade all archived data to be upward compatible with current and future releases of Oracle's PeopleSoft (version 9.1 or above) Applications, PeopleTools (version 8.51 or above) and apply any upgrades and maintenance packs to archived data allowing user access in future releases, data integrity to remain intact and data to be in sync with active data (no orphaned rows).		
9.	Proposed Solution is able to do an eligibility analysis of the data to be archived prior to doing the actual archival.		
10.	Proposed Solution includes pre-built Oracle's PeopleSoft templates that identify the data to be archived for the modules outlined in Section 2.3. (Note: advise if schema is required)		
11.	Proposed Solution is able to archive custom tables and elements and provide custom templates.		
12.	Proposed Solution is able to store the archived data and still retain data integrity without restrictions on where archive is stored.		
13.	Proposed Solution is able to mask and/or redact secure data, such as confidential personnel or financial information.		
14.	Proposed Solution includes separate archive and purge functions.		
15.	Proposed Solution is able to archive attachments/blobs, reports, and documents, retaining location references.		

	Requirement	Response (Y, N, P, F, C)	Response Description
16.	Proposed Solution is capable of defining Application modules and sub-modules selectively for archiving. (EX: Supply Chain vs. Finance or Time and Labor vs. Payroll).		
17.	Proposed Solution is able to create the data for test environments (create gold copies and then subset) with selection by multiple business rules, transaction structure and maintain Oracle's PeopleSoft referential integrity.		
18.	Proposed Solution is able to provide logging, auditing, and security features consistent with Sarbanes Oxley (SOX) and government standards (GASB, GAAP, and GAO). Such compliance is expected throughout the product life cycle.		
19.	Proposed Solution is able to view the progress of an archive cycle.		

18. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, Change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project.

19. The Proposer must submit a Project Plan, including a copy in Microsoft Project format, to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; site preparation; unit, system and acceptance testing; load and balance testing; a phased approach to the training and implementation of the solution and post-implementation support. The Proposer should allocate sufficient time for comprehensive user acceptance testing in coordination with other required tests to include:

- Functional Testing - Unit, integration, and regression including the creation of any documented test scripts
- Performance Testing – User scalability, data volume scalability, load scalability, and reliability testing
- Capacity Testing – Network and hardware

Performance Testing Tools, if required, are to be provided by the Proposer.

As part of the Project Plan, provide a detailed description of Proposer's approach to a comprehensive transfer of knowledge phase for County staff to include how the components are integrated to allow the County to assume responsibility of modifying the environment for future requirements and releases. This transfer must be built into the project plan and time allocated to this activity throughout the project and a recap of knowledge transfer built into the post production period. The Proposer should indicate in the response all areas will be targeted for technical and user populations regarding knowledge transfer.

20. Provide a detailed description of the security measures of the proposed Solution for accessing archived data, including information regarding how the proposed Solution will allow the County to define access to data based on current industry best practices such as roles and permission lists.

21. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.

22. Provide a detailed explanation on the approach to maintenance services. Including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades. Only include information regarding maintenance services that are being included as part of this Proposal. Do not include a description of services that represent an additional cost to the County.
23. Provide a detailed description of the hardware infrastructure being used at the Proposer's facilities to provide customer support and product development.
24. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, number of employees assigned to support, etc. This should include information regarding whether services are provided by the Proposer directly or outsourced.
25. Provide description of anything (functionality, software, or hardware) not identified in the RFP that will be required to make Proposed Solution meet the Scope of Services.

PROPOSED PRICING

26. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the System being proposed. This pricing **MUST** be inclusive of all costs to meet the requirements that the Proposer has identified that they are capable of providing in their RFP response. Proposers should include a detailed description of the cost models used in the provided cost breakdown tables.

EXCEPTIONS TO TERMS

27. Identify if Proposer has taken any exception to the terms of this Solicitation or draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s).

FORMS A-2 THROUGH A-6

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

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

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

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

Signature of Authorized Representative: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by _____, a _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

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

Revised 2/7/05

**Form A-3
ACKNOWLEDGEMENT OF ADDENDA**

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

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

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

PART II:

_____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____



By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-5

*FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)*

FAIR SUBCONTRACTING PRACTICES

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

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

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

FORM B-1 PRICE PROPOSAL SCHEDULE

FORM B-1 - PRICE PROPOSAL SCHEDULE
ORACLE'S PEOPLESFT ENTERPRISE APPLICATION DATA ARCHIVING SOLUTION

INSTRUCTIONS:

The Proposer's price shall be submitted on this Form B-1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. Pricing must include **all cost elements** including but not limited to software licenses, implementation, configuration, integration, testing, training, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

A. PROPOSED PRICE

The Proposer shall state its price for providing all products and services as stated in Section 2.0 - Scope of Services. The pricing submitted below shall be used to evaluate Proposers.

TOTAL PROPOSED PRICE FOR
ORACLE'S PEOPLESFT ENTERPRISE APPLICATION DATA ARCHIVING SOLUTION
FOR THE INITIAL FIVE (5) YEAR TERM:

\$ _____

Note: A payment schedule will be negotiated with the selected Proposer based upon project milestones and deliverables (e.g., installation, County's final acceptance of deliverables, etc.)

B. BREAKDOWN OF PROPOSED PRICE

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

DESCRIPTION	TOTAL PRICE
Software License Fees <i>(Please provide detailed cost breakdown in Tables B1A and B1B below)</i>	\$ _____
Professional Services <i>(Please provide detailed cost breakdown in Table B2 below)</i>	\$ _____
Testing and Implementation Services <i>(Please provide detailed cost breakdown in Table B3 below)</i>	\$ _____
Customization Services <i>(Please provide detailed cost breakdown in Table B4 below)</i>	\$ _____
Training Services <i>(Please provide detailed cost breakdown in Table B5 below)</i>	\$ _____
Miscellaneous Costs including Travel, if applicable <i>(Please provide a detailed cost breakdown in Table B6 below)</i>	\$ _____
Maintenance and Technical Support Service Fees (Initial Contract Term)	

DESCRIPTION	TOTAL PRICE
Maintenance and Technical Support Service Fees Year 1	Included in Year 1 Warranty Period
Maintenance and Technical Support Service Fees Year 2	\$
Maintenance and Technical Support Service Fees Year 3	\$
Maintenance and Technical Support Service Fees Year 4	\$
Maintenance and Technical Support Service Fees Year 5	\$
*Total Proposed Price:	\$

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

TABLE B1A: PRICE BREAKDOWN FOR PROPOSED FOR ORACLE'S PEOPLESFT ENTERPRISE ARCHIVING SOLUTION - HCM APPLICATION				
Software Product Name and Proposed Version	Unit of Purchase (License Type - i.e. Per Database, CPU/Application/ Module, GB of archived data/ User/ etc.)	Unit Price	Quantity	Total (Unit Price x Quantity)
				\$
				\$
				\$
				\$
Total for Software License Fees:				\$

TABLE B1B: PRICE BREAKDOWN FOR PROPOSED FOR ORACLE'S PEOPLESFT ENTERPRISE ARCHIVING SOLUTION - FINANCIAL/SUPPLY CHAIN APPLICATION				
Software Product Name and proposed Version	Unit of Purchase (License Type - i.e. Per Database, CPU/Application/ Module, GB of archived data/ User/ etc.)	Unit Price	Quantity	Total (Unit Price x Quantity)
				\$
				\$
				\$
				\$
Total for Software License Fees:				\$

TABLE B2 - PRICE BREAKDOWN FOR PROFESSIONAL SERVICES			
Position Description/Milestone	Estimated Hours	Hourly Rate	Extended Total (# of Hours x Hourly Rate)
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total for Professional Services:			\$

TABLE B3 - PRICE BREAKDOWN FOR TESTING AND IMPLEMENTATION SERVICES			
Position Description/Milestone	Estimated Hours	Hourly Rate	Extended Total (# of Hours x Hourly Rate)
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total for Testing and Implementation Services:			\$

TABLE B4 - PRICE BREAKDOWN FOR SOFTWARE CUSTOMIZATION SERVICES			
Position Description/Milestone	Estimated Hours	Hourly Rate	Extended Total (# of Hours x Hourly Rate)
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total for Software Customization Services:			\$



DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Maintenance and Technical Support Service Fees Contract Year 8	\$	
OTR 2 - Maintenance and Technical Support Service Fees (Years 9, 10 and 11)		\$
Maintenance and Technical Support Service Fees Contract Year 9	\$	
Maintenance and Technical Support Service Fees Contract Year 10	\$	
Maintenance and Technical Support Service Fees Contract Year 11	\$	

C2. OPTIONAL SOFTWARE ESCROW FEES

Proposer is requested to provide the cost to the County for depositing the Solution with a third party escrow agent. The County reserves the right to exercise this option with the selected Proposer during negotiations.

INITIAL CONTRACT TERM

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Initial Contract Term – Software Escrow Fees (Years 1 through 5)		\$
Software Escrow Fees Contract Year 1	\$	
Software Escrow Fees Contract Year 2	\$	
Software Escrow Fees Contract Year 3	\$	
Software Escrow Fees Contract Year 4	\$	
Software Escrow Fees Contract Year 5	\$	

OPTION-TO-RENEW (OTR) TERMS

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 - Software Escrow Fees (Years 6, 7 and 8)		\$
Software Escrow Fees Contract Year 6	\$	
Software Escrow Fees Contract Year 7	\$	
Software Escrow Fees Contract Year 8	\$	
OTR 2 - Software Escrow Fees (Years 9, 10 and 11)		\$

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
Software Escrow Fees Contract Year 9	\$	
Software Escrow Fees Contract Year 10	\$	
Software Escrow Fees Contract Year 11	\$	

C3. OPTIONAL PROFESSIONAL SERVICES

Position Description	Rate
Project Manager	\$
Programmer	\$
Junior Programmer	\$
Web Developer	\$
Trainer	\$
System Administrator	\$
Database Administrator	\$
Upgrade/Support Services	\$
On-Site Training (Per Day)	\$
Other (List Description)	\$

Note: Compensation to the selected Proposer for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement or work required for each project.

DRAFT FORM OF AGREEMENT

**(DRAFT FORM OF AGREEMENT)
ORACLE'S PEOPLESFT ENTERPRISE APPLICATION ARCHIVING SOLUTION**

This Software License, Professional Services, Maintenance, and Support Services Agreement (Agreement) is made and entered into by and between Miami-Dade County, a political subdivision of the state of Florida, having its principal office at 111 N.W. 1st street, Miami, Florida 33128 (hereinafter referred to as the County), and _____, a corporation organized and existing under the laws of the state of _____, having its principal office at _____ (hereinafter referred to as the Contractor).

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Oracle's PeopleSoft Enterprise Application Archiving Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 854 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Oracle's PeopleSoft Enterprise Application Archiving Solution for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. _____ and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to the County in connection with the Software.
- i) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

- j) The word "Maintenance" to 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."
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- m) The words "Software System" to mean the computer programs in machine readable object code form 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.
- n) The word "Solution" to mean the Software System and all associated services required to successfully implement and complete the items outlined in Appendix A, "Scope of Services."
- o) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- p) The words "Support Services" to mean the process to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Software System capabilities, as outlined in Appendix A, "Scope of Services."
- q) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) any appendixes or attachments hereto 3) the Miami-Dade County's RFP No. 854 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement

may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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

ARTICLE 5. CONTRACT TERM

The Contract 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 execution. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional three year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be 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 6. GRANT OF LICENSE

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

6.2 Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software System 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 System Software.

ARTICLE 7. SUPPORT AND MAINTENANCE SERVICES

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

ARTICLE 8. SOFTWARE MODIFICATIONS

8.1 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 9. IMPLEMENTATION SERVICES

- a) The County shall accept or reject the Software 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 as outlined in Appendix C, "Implementation Timeline," or if the Software System and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Deliverable or may accept any item of Software System and/or Deliverable and reject the balance of the delivered Software System and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Deliverables for such items of rejected Deliverables and/or Software System within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered Software 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 Software System at the County's Information Technology Data Facility. Contractor agrees to commence installation of the Software 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 Software System is in good working order and ready for use by the dates set forth in the Schedule.
- e) Contractor agrees to do all things necessary for proper implementation of the Software 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 Software 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 Software System. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- f) 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 Software System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 9.
- g) Software testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Software System in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software 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 10. TESTS

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

Failure of the Software 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 Software 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 11. NOTICE REQUIREMENTS

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

(1) To the County Project Manager:

Miami-Dade County
5680 SW 87th Avenue
Miami, FL 33173

Attention: Edward Beltran

Phone: (305) 275-7983
E-mail: edbelt@miamidade.gov

and to the County Contract Manager:

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

Attention: Josh Brown

Phone: (305) 375-4725

Fax: (305) 375-5688

E-mail: joshbro@miamidade.gov

(2) To the Contractor

Attention:

Phone:

Fax:

E-mail:

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

ARTICLE 12. DELIVERY AND DOCUMENTATION

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

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

ARTICLE 13. REVIEWING DELIVERABLES

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

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

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

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

Furthermore:

- a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County, within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's

determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

- b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 14. SOLUTION WARRANTY

The Contractor warrants, for a period of one (1) year from the County's Final System Acceptance, that the Solution and all 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 Manufacturer'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 Solution provided by the Contractor that are reported to Contractor, at no additional cost to the price identified in the Price Schedule or to provide a full refund of any amounts paid under this contract and accept the return of the Solution in the sole discretion of the County.

During the Warranty Period, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Solution it provides.

In the event the Software System does not satisfy the conditions of performance set forth in the Scope Of Services, Solicitation, and Contractor's proposal, the Contractor's obligation is to provide a Fix or a Work Around at the Contractor's cost and expense, or to provide different equipment, software and services required to attain the performance requirements set forth in the Scope Of Services, Solicitation, and Contractor's proposal or to provide a full refund of any amounts paid under this contract and accept the return of the System in the sole discretion of the County. Failure by the Contractor to comply with warranty provisions herein may be deemed by the County as a breach of the Contractor's obligations hereof.

ARTICLE 15. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Solution provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 14, "Solution Warranty".

ARTICLE 16. FEES AND PAYMENT

16.1 Fees. The County shall pay the Fees or other considerations for the Solution as set forth on Appendix B "Price and Payment Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor

upon invoice as defined in Appendix B. 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 prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

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

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

ARTICLE 17. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Solution, the Contractor may invoice the County periodically, pursuant to Appendix B, "Price and Payment Schedule." All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, 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 Contractor 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 Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor 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 Contractor 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
5680 SW 87th Avenue
Miami, FL 33173

Attention: Edward Beltran

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

ARTICLE 18. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the

name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$_____ per claim.

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

OR

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

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 19. 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 20. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

- a) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- b) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 24. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 25. AUDITS

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

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 26. SUBSTITUTION OF PERSONNEL

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

ARTICLE 27. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 28. SUBCONTRACTUAL RELATIONS

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

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) 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.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 32. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the 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 timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

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

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

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

ARTICLE 35. 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 36. PROTECTION OF SOFTWARE

The County agrees not to modify, reverse engineer, disassemble, or decompile the Solution, or any portion thereof.

ARTICLE 37. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 38. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement,

including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

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

ARTICLE 39. CONFIDENTIALITY

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

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

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

ARTICLE 40. VENDOR REGISTRATION/CONFLICT OF INTEREST

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

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| <ol style="list-style-type: none"> 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 (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) | <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> ▪ 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 |
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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 41. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities

and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

ARTICLE 42. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.

- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 43. NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 44. 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 award 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 45. 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 46. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 47. GOVERNING LAW

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

ARTICLE 48. COUNTY USER ACCESS PROGRAM (UAP)

- a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract 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 Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract 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 Contract shall invoice the Contract price and shall accept as payment thereof the Contract 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. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) 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 Contract 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 three (3) business 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.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 48 of this Contract.

ARTICLE 49. 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. 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/>.

ARTICLE 50. 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 51. 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 52. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 53. SURVIVAL

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



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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

ATTACHMENT 1
MIAMI-DADE COUNTY TECHNOLOGY MODEL

**ATTACHMENT 1
Miami-Dade County
Information Technology Model**

Distributed Operating Systems	<ul style="list-style-type: none"> ➤ Windows 2008 Enterprise Edition ➤ AIX 6.1 or Higher ➤ Red Hat Linux As 6 Or Greater ➤ VMware ➤ Oracle Unbreakable Linux 5.3 Or Higher ➤ OSX
Mainframe OS and OLTP	<ul style="list-style-type: none"> ➤ Z/OS 1.11- upgrading to 1.13 in July 2012 ➤ Z/VM Release 6.1 ➤ Z/Linux SUSE SLES 10 Or Greater ➤ CICS V4R1
Database	<ul style="list-style-type: none"> ➤ Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems (Enterprise Solution) ➤ AIX Oracle Non-RAC 11.2.0.2 ➤ MS SQL 2008 Enterprise 64 bit ➤ Oracle MySQL for Wordpress and PHP solutions
Hardware	<ul style="list-style-type: none"> ➤ IBM Z Series mainframe (2 IBM 2098-E10/P03) – 7 LPARS – 2 VM partitions virtualizing Z/Linus Servers ➤ HP model servers with Integrated Lights Out (ILO) ➤ HP blade server with VIO option ➤ HP blade servers with CITRIX XenServer for XenApp virtualization ➤ HP blade servers with CITRIX Xen Server for XenDesktop virtualization Wintel servers with VMWare virtualization software ➤ HP Proliant dual core servers ➤ IBM pSeries servers (model 9119-FHA known as a p595) and IVR 9131-52A known as p520Workstations - preferred manufacturer (Dell) ➤ Thin Client Workstations – WYSE C10LE ➤ Mobile Devices – Blackberries, iPhone, iPad, Android
Network	<ul style="list-style-type: none"> ➤ Fiber channel (BROCADE Fiber switches – Fe1, Fe2, Fe4, Fe40) ➤ TCP/IP Communications Protocol ➤ Network Switches ➤ Telephone Switches ➤ Telephone Equipment ➤ DSL ➤ FiCon ➤ SolarWinds ➤ EdgeSight monitoring ➤ Remote locations connected to central County location with varying speeds from ADSL 256kbps to 1gbps for core sites ➤ Microsoft DNS ➤ Citrix SSL VPN ➤ Citrix Access Gateway
Storage	<ul style="list-style-type: none"> ➤ Tier 1 SAN storage – IBM DS 8100, DS8300 ➤ Tier 2 SAN Storage – HP HSV SANS with Fiber Channel ➤ Tier 3 SAN Storage – HP HSV SANS with FATA high density low performance disk ➤ Tier 1 Tape Storage – SUN/STK SL8500 – 9940B Tape Drives ➤ Tier 2 Tape Storage – SUN/STK SL500 – LT02, LT04
Storage Management	<ul style="list-style-type: none"> ➤ Veritas NetBackup 6.0 for all distributed systems backups ➤ Veritas Cluster Series ➤ Veritas Global Clusters ➤ Veritas Global Replicate ➤ Veritas Volume Manager ➤ AIX Power-HA formerly HACMP 6.1 or greater ➤ IBM-HSM for mainframe backup and recovery ➤ Innovation FDR for mainframe backup and recovery

	<ul style="list-style-type: none"> ➤ CA/Disk for mainframe backup and recovery
Security	<ul style="list-style-type: none"> ➤ RACF (mainframe security) ➤ Trend Anti-Virus for servers
Distributed Application Development	<ul style="list-style-type: none"> ➤ ASP.NET ➤ Visual Studio 2008 (VB & C#) ➤ Rational Application Developer ➤ Rational App Scan ➤ .Net Framework 1.1, 2.0, 3.0, & 3.5 ➤ J2EE JDK 1.4 ➤ Objective-C for iOS SDK ➤ PHP5
Applications Desktop & Enterprise	<ul style="list-style-type: none"> ➤ Microsoft Outlook 2007 or higher ➤ Microsoft Internet Explorer 7 & 8 ➤ MS Office 2007 or higher ➤ Citrix (Thin Client Access – Citrix Metaframe)
Enterprise Applications	<ul style="list-style-type: none"> ➤ PeopleSoft ERP using WebLogic and Tuxedo ➤ ESRI software products for GIS (ArcGIS Server, ArcSDE, ArcInfo, ArcEditor, ArcIMS) ➤ Infor Asset Management ➤ WebSphere Voice Response (IVR) ➤ MicroSoft Exchange ➤ Electronic Document Management System
Middleware	<ul style="list-style-type: none"> ➤ IBM MQ Message Broker and Workflow ➤ WebSphere Application Server 6.1 ➤ IIS 6.0, & 7.0 ➤ Microsoft Office SharePoint Server 2010 ➤ WebSphere Portal Server ➤ Shadow z/Services for CICS
Systems and Asset Management	<ul style="list-style-type: none"> ➤ HP Insight Manager/SIM (for HP hardware management) ➤ HP Continuous Access Replicator ➤ MS SCOM, MS SCCM ➤ Enterprise Network & System Management <ul style="list-style-type: none"> ○ IBM Tivoli Monitoring ○ IBM Tivoli Network Manager ○ IBM Tivoli Netcool Omnibus ○ IBM Tivoli Composite Application Manager for Transactions ○ IBM Tivoli Composite Application Manager for SOA ○ IBM Tivoli Composite Application Manager for WAS ○ Tivoli Application Dependency Discovery Manager ○ IBM Tivoli Change and Configuration Management Database (Maximo) ➤ Scheduling Software Tivoli Workload Scheduler (OPC) – all platforms
Data and Information Management	<ul style="list-style-type: none"> ➤ SQL Reporting Services ➤ IBM Content Manager OnDemand Online Reporting ➤ CA/Dispatch Online Report bundling/printing/viewing ➤ IBM Cognos BI 8.4 or 10 on Z/Linux for Business Analytics ➤ MetaManager
User Identification and Authentication	<ul style="list-style-type: none"> ➤ Active Directory ➤ Tivoli Identity Manager ➤ RACF for Z/OS

**Miami-Dade County
Information Technology Department
Technology Model – Database Systems**

Background:

The Miami-Dade Information Technology Department (ITD) provides Database services for applications on five distinct DBMS platforms, of which only 2 are approved for new system development or implementation of new vendor packages.

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

**ITD Infrastructure
Current Technology Model
Database Systems**

Current Release Levels by Product:

IDMS	IDMS Release 17.0 running on IBM ZOS release 1.11 moving to 1.13
DB2	DB2 Release 8 running on IBM ZOS release 1.11 moving to 1.13
UDB	UDB Release 8 to 9 running on AIX release 5.3 moving to 6.0
MSSQL	Enterprise 64 bit running on Windows 64 bit HP Servers
Oracle	Oracle Enterprise Edition Release 11.2.0.3 RAC Certified Systems running on Linux Redhat release AS 6 or higher on HP servers or AIX release 6.1 Oracle Edition Release 11.2.0.2– Partitioning is not available.

Current Infrastructure Configuration:

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

MSSQL

The current County-wide shared platform consists of:

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

Oracle

The current County-wide shared platform consists of:

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

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

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

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

**ITD Infrastructure
Current Technology Model
Database Systems**

Restrictions of Use:

The following general restrictions of use apply to all platforms.

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

MSSQL

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

Oracle

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

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

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

* Supported = Currently supported by the County

* Not Supported = Currently not supported by the County

- Additional Funding may be required for Support Staff.

* \$Option = Currently not supported by the County - Additional Funding for Licenses and Support Staff Required

**Miami-Dade County
Information Technology Department
Hosting Requirements**

ITD will provide Enterprise Hosting Facilities and Technical Support to the Customer for monitoring and maintaining operations of infrastructure environments to include Application support.

Concept of Operations

- Refer to *Technology Model* document for supported hardware/software components.
- Changes to the Production environment shall be introduced through the change management procedures as described by the section *Change Management Process* in this document.
- The Customer's Test and Staging Environments will be hosted and supported by ITD; notification of downtime will be provided with as much advance notice as possible.
- All user-ids must be unique and created using the Miami-Dade County Central Registration System (CRS).
- Requested modifications in a shared environment may be restricted during prime time given their potential requirement for large system resources to execute. Changes of this nature will be scheduled at a time mutually agreed upon.
- Applications to be deployed to the Websphere Application Server (WAS) environment must be packaged for deployment using the Websphere Deployment Manager. For preparation of applications to be deployed on WebSphere Application Server see:

http://publib.boulder.ibm.com/infocenter/wasinfo/v6r0/index.jsp?topic=/com.ibm.websphere.express.doc/info/exp/ae/tatk_create_ear.html
- ITD does not offer any type of remote shell access under any circumstances, including TELNET, Secure Shell Protocol (SSH), Secure File Transfer Protocol (SFTP) or Secure Copy Protocol (SCP).
- ITD is restricted from implementing changes during periods of "moratoriums" such as during countywide Elections and Tax Collection season. These moratorium periods are well established ahead of time and enforced through the *Change Management Process*.
- Vendors and contractors will be made aware of previously established production on-call procedures and will be asked to comply with them.
- Vendors must provide minimum hardware requirements.
- Vendors must provide recommended architecture.
- Vendors must have in-house staff with knowledge on technologies listed on the *Technology Model* document for system set-up and support.
- For vendor owned equipment housed in County facility (co-located) where the vendor supports and maintains the equipment while the County provides electricity, air conditioning and may swap out tape trays for backups:
 - For Intel-based equipment
 - Equipment must be rack mountable.
 - County can provide virtualized servers within the shared services infrastructure based on vendor supplied configurations.
 - For non Intel-based equipment
 - An environmental analysis will need to be conducted before the County can determine if space and the associated environmental requirements are available.
 - GSA (General Services Administration) will provision electricity at an associated cost.
 - All the currently billable costs for network connectivity to Metronet still apply.

- County does not endorse equipment that requires stand-alone tape backup trays and prefers that the vendor solution can be integrated within the existing Veritas NetBackup shared infrastructure.

UNIX/Linux Environment

- Administrator and UNIX/Linux root privileges are limited to ITD Technical Support staff.
- rootvg volume group will not be used to house any databases or any non-operating system data. Databases, application data and logs will be stored in file systems created outside of rootvg.
- Installation of software that needs to be installed as root needs to be performed by or conjunction with ITD Technical staff.
- Application software is prohibited to run as root.
- O/S rootvg will be mirrored between 2 different physical disks.
- Applications must supply Startup and Shutdown scripts for both normal Startup/Shutdown and Emergency Shutdown.
- All connectivity to servers is accomplished through SSH. The following protocols are disabled Telnet, rsh and rcp.

Database Management

- Access to the Production database environment with DBA/SA privileges is limited to the ITD authorized database support.
- It is the responsibility of ITD DBA staff to migrate new database objects to the production database (at times deemed appropriate).
- The application must encrypt the password in such a way that the particular user-id cannot be used for logon through some other third party tool using an Open Database Connectivity (ODBC) connection such as TOAD or Microsoft (MS) Access.
- Databases or portions thereof may not be transported offsite or copied to Test systems without the expressed authorization of the ITD Security Administrator.

Disaster Recovery

- Unless special provisions are made in advance for the implementation of Disaster Recovery/Business Continuity measures, Customer understands that recovery of IT hardware or data assets from this facility may not be possible. If recovery at ITD is possible, it will be on a best effort basis.

Security Requirements

- Operating system security patches are applied as soon as they are made available through an automated process. Custom patching windows can be created to accommodate availability needs.
- All systems will undergo initial application and host vulnerability scans, prior to being placed into production. High severity applications and systems vulnerability issues identified must be corrected prior to the system being placed into production. The County utilizes multiple vulnerability scanning products including but not limited to Qualys, WebInspect, Rational AppScan and MetaSploit.
- Regularly scheduled periodic rescans will be performed on the system and any deficiencies or vulnerabilities identified must be immediately remediated.
- Application vulnerability rescans must be requested of all new or updated application code prior to release to production. All critical vulnerabilities must be remediated before the application code will be authorized to be migrated to the production environment.

Software Release Levels Supported

- All vendor-supplied software supported by ITD must have an active vendor maintenance agreement and must be kept up to current release levels. Operating system security patches are applied as soon as they are made available

Software License Renewal

- ITD will manage all infrastructure licensing and maintenance contracts. Versions of software which are not supported by the vendors will not be supported by ITD.

Application Test/Staging Environment

- All systems must have at least a Production and Test environment.
 - A Staging environment is recommended when multiple versions of system software and applications are required.
 - A separate reporting, batch or Staging environment can be established where there is a need and the budget allows it.
- Production and Test server-side software installation and upgrades will be performed by ITD staff and will follow ITD's *Change Management Process*
 - Maintenance services will include correction of any defect affecting any of the components of the infrastructure. Resolutions of problems may be delivered in the form of a patch, maintenance update, procedural work around or installation of a new release. Some corrections may be required to be implemented immediately. In those instances, the *Change Management Process* may be expedited. Changes or patches dealing with Security vulnerabilities are expedited and must be treated as very high priority.
- Support services for the Test/Staging environments are available through ITD with on-site support between the hours of 8 am and 5 pm Monday through Friday, excluding County Holidays, unless coordinated in advance. The Application Test database environment is available with support from the on call staff from 7 am to 7 pm, Monday through Friday, excluding County Holidays, unless coordinated in advance. The Test databases are restricted environments; schemas passwords are not published. The Staging database is not restricted; schema passwords are published.

Preventative Maintenance and System Upgrades

- The lengths of outages for non-routine maintenance are determined by the requirements of the maintenance procedure. Each outage will be planned and discussed at the weekly Hardware/Software Meeting held every Wednesday morning at 9 a.m. in the ITD Command Center Conference Room.
- All requests for software or hardware upgrades will be addressed in the Hardware/Software Meeting and must include a detailed plan.

Change Management Process

All requests to modify the Production and Test environments, such as for new Application releases and patches will require a *Change Management Request* form to be submitted using the system of record at the time which includes a description and schedule of the change, outage period, areas impacted, back out plan and on call personnel.

Vendor Security

Vendors will be required to:

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

- Provide the ability to enforce the periodic changing of privileged (administrator) passwords (privileged passwords must have a maximum lifetime of 90 days or compensating controls)
- Provide the ability to encrypt transmitted data and authentication information over internal and external networks.
- Provide support for Secure Socket Layer (SSL) 128 bit and 256 bit encryption.
- Provide a password database encrypted in storage.
- Provide ability to protect audit logs from unauthorized access.
- Provide ability to log activities performed by specific user ID and IP address and to date-time stamp all activities.
- Provide ability to identify and log all subsequent access points to ensure accountability is maintained throughout session.
- Provide ability to limit concurrent sessions.
- Provide ability to log changes to administrative functions.
- Provide ability to automatically archive audit logs.
- Provide ability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
- Provide ability to send alerts to administrators for unauthorized access attempts.
- Enable automatic logoff of ID after a defined period of session inactivity, and perform subsequent re-log-on password authentication.
- Provide ability to lock out user or group ID by date or time.
- Provide centralized administration, user authorization, registration and termination.\
- Do not store credit card cardholder data not needed for business and sensitive authentication data after authorization (even if it is encrypted)
- Data that is protected through encryption is an individual's Personally Identifiable Information (PII). Items that may be considered PII include, but are not limited to, a person's:
 - Full name (if not common)
 - Social Security Number or National identification number
 - Telephone number
 - Street address
 - E-mail address
 - IP address (in some cases)
 - Vehicle license plate number
 - Driver's license number
 - Face, fingerprints, or handwriting
 - Credit card numbers or credit card account information (billing address, account name, expiration date etc.)
 - Bank Account Routing (RTN) and Account numbers
 - Digital identity

Geographic Information System (GIS)

- ArcGIS/CITRIX Applications
 - Local application data that requires read/write access must be stored/and accessed from the centralized ITD CITRIX file shares. The application cannot require the end user to write to the servers' hard drive.
 - End user application customizations must be stored in the end users profile under documents and settings.
 - Applications (including ArcGIS desktop extensions) must be compatible with 32bit as well as 64bit Windows Server operating systems.
 - Source code must be available.
- ArcGIS Server/ArcIMS Web Applications
 - Application must work with current version of ArcGIS Server/ArcIMS running in production servers or a newer planned upgrade version.
 - All applications should access data from ITD ArcSDE servers, and only specific datasets should be stored locally. A process should be implemented if data needs to be refreshed.
 - All errors should be written to a log folder in corresponding website directory created for each GIS application.
 - If application is found to contain errors that render it unusable or that present erroneous or misrepresented data, the GIS Web administrator will remove it immediately from production until such time as the application is fixed and tested successfully.
- ArcGIS/ArcSDE Geodatabase Editing Applications
 - All applications must work with the same version of the ArcGIS desktop suite that the County is using in its enterprise production environment or a newer planned upgrade version.

- Editing applications should be integrated with Miami-Dade Editing Extension in order to leverage the County's geodatabase versioning mechanism. ITD will provide documentation and required technical support.
 - Editing applications should be deployed through CITRIX technology. If CITRIX is not a viable solution, the user department is responsible for the installation, maintenance and upgrade of software in users' workstations.
 - The GIS ArcSDE geodatabase being edited by the hosted editing application should be loaded in a development instance and fully tested prior to its production implementation. ITD GIS staff will be responsible for loading the data from the development instance to production. A copy of the ArcSDE enterprise architecture document will be provided before data loading.
- Batch Server Jobs
 - Batch jobs must work with current version of ArcGIS desktop/SDE suite running in production servers or a newer planned upgrade version.
 - All batch jobs must comply with the GIS standards for jobs development and ITD job naming conventions and scheduling procedures.
 - Any temporary data should be created in the designated batch job folder within the Scratch Area.
 - All errors should be written to a log folder in corresponding job directory created for each batch processing job.
 - All applications should access data from ITD ArcSDE servers, and only specific datasets should be stored locally. A process should be implemented if data needs to be refreshed.
 - Jobs should be tested thoroughly in the development environment before a change management request is submitted to move job/job related components to the production batch processing servers.
 - All changes to batch processing jobs in the production environment should be requested via change management procedures and should be implemented by the assigned GIS staff.

ATTACHMENT 2 MIAMI-DADE COUNTY COMPATIBILITY MATRIX

Place an X in the Yes, No or Not applicable column as appropriate. Provide further explanation in the comments column.	Yes	No	Not Applicable	Comments
Operating System and Virtualization Questions				
Solution is supported for operating system level AIX 6.1 or higher?				
Solution supports Virtual I/O which allows for the sharing of Network and SAN resources.				
Solution supports the use of PowerHA SystemMirror (High Availability) level 7.1 or higher.				
Solution supports the use of Workload Partitioning.				
Does the solution allow for the use of Processor Pooling of software licenses?				
Does the solution allow for the use of Memory Pooling to allow for the sharing of memory between workloads?				
Solution is supported for operating system level AIX 6.1 or higher with the use of Workload Partitioning and Virtual IO Server (VIO) which allows for the sharing of Network and SAN resources.				
Solution is supported for operating system level Windows Server 2008 Enterprise edition or higher.				
Solution is supported for operating system level z/VM/Release 6.1 or higher and Z/Linux SLES 11 or higher.				
Solution is supported for operating system level z/OS 1.13 or higher.				
Solution is supported for operating system level Red Hat Linux AS 5.8 or higher.				
Solution is supported for use with VMware software.				
Solution is Windows 7 compatible.				
Database Questions				
Solution is supported for use with Oracle Enterprise Edition Release 11.2 and higher Grid Certified solutions (Enterprise Solution).				
Solution is supported for use with Oracle Enterprise Edition (Non-RAC) 11.2 and higher release levels on IBM AIX platforms currently in use or planned for within the County.				
Solution is supported for use with MSSQL 2008 and higher.				
Solution will be supported and maintained by the vendor at or above Oracle release levels within 6 months of publications of new major release levels, patch sets, and quarterly PSU patches as applicable (this includes both database client and database server installations).				
Solution does not impose restrictions that would preclude it's inclusion within product specific product license pools established for the County.				
Solution does not require nor recommend the installation or execution of application software on the database host system.				

Place an X in the Yes, No or Not applicable column as appropriate. Provide further explanation in the comments column.	Yes	No	Not Applicable	Comments
Solution does not employ the use of database links as a facility for exchanging data with other solutions.				
Solution provides built-in usage for Oracle Special Features where appropriate, such as Oracle Partitioning for use in a data warehouse environment.				
Database component of the solution is supported under IBM's High Availability product currently or planned for use by the County.				
Vendor solution provides NDC with access to the solution Source Code.				
Solution <i>DOES NOT</i> have any restrictions on custom modifications by the customer.				
Solution includes Optimization for problem queries.				
Solution includes Details on Tech Support/Problem Resolution.				
Solution provides specs for Turnaround time for Production Tech Support (issues with production application).				
Solution provides built-in Archival of historical data.				
Middleware Questions				
Solution has a web-based presentation layer that is compatible with Internet Explorer version 9 or higher.				
Solution is supported on Websphere Application Server 8.x or higher.				
Solution is supported on IIS 7.x or higher.				
Solution <i>DOES NOT</i> require use of non-Microsoft DLL's, Com Objects, DHTML and Active X components				
Solution can be presented as a Websphere Portal Server version 6.x or higher portlet.				
Solution can run in a shared enterprise server environment. If no, explain why in the comments column.				
e-Commerce Questions				
Solution can consume existing MDC provided web services for processing of credit cards and/or e-checks.				
Solution uses Systems Innovators iNovah cashiering software for POS (point-of-sale) processes.				
Solution is PA-DSS and PCI compliant at level 3 merchant status.				
Solution <i>DOES NOT</i> require the implementation of its own proprietary e-Commerce component.				
Solution Development, Integration and Support Questions				
Solution is J2EE 1.6 based and includes Servlet 3.0, EJB 3.1 and JDK 1.6.				
Solution is .NET Framework 4.5 or higher.				
Solution is heavy client J2EE 1.6 or higher.				

Place an X in the Yes, No or Not applicable column as appropriate. Provide further explanation in the comments column.	Yes	No	Not Applicable	Comments
Solution is heavy client Visual Basic .NET or higher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution is heavy client C# .NET.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution is capable of consuming WC3 complaint web services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution publishes its own WC3 complaint web services as a means of integration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution does not use web services but provides a proprietary API as a means of integration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution has mobile wide area network functionality. Please provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Solution/Application have a native iPhone or iPad executable that runs on the iOS platform?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the Solution/Application have a native Java binary that runs on the Android platform (tablets and phones)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the application HTML5 compliant and renders cross-platform on all browsers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Business Intelligence (BI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution has been previously integrated with IBM Cognos Release 10.1.1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> require the implementation of its own proprietary software stack.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> require Metric Studio.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> use DQM.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> use or uses little JavaScript.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution is implemented using Oracle or SQL Server databases.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution is implemented using a data warehouse modeled database rather than a transactional database.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
GIS (Geographic Information System) Questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution has been previously integrated with ESRI GIS software.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> require the implementation of its own proprietary GIS components.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electronic Content Management (ECM) Questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution has been previously integrated with Documentum ECM software 6.5 or higher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution <i>DOES NOT</i> require the implementation of its own proprietary ECM components.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security Related Questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The solution authenticates users/processes at all relevant architectural levels (e.g. operating system).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Place an X in the Yes, No or Not applicable column as appropriate. Provide further explanation in the comments column.	Yes	No	Not Applicable	Comments
The solution authenticates users/processes at all relevant architectural levels (e.g. network)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The solution authenticates users/processes at all relevant architectural levels (e.g. database).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The solution authenticates users/processes at all relevant architectural levels (e.g. solution).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The solution is an Intranet only web application that is integrated with Microsoft Active Directory or IBM Security Access Manager.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The solution is an Internet only web application that integrates IBM Security Access Manager.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Each user (individual or process) is uniquely identified. If no, explain in the comments column.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Generic user-IDs are not used. If yes, explain their usage in the comments column.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solution automatically disable IDs after a period of 60 days of inactivity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solution use passwords as its authentication mechanism?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are passwords suppressed (not echoed back) as they are entered by the user?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are passwords encrypted in storage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are passwords encrypted before they are transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are minimum length (8 characters) passwords enforced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is password complexity enforced (e.g. passwords must contain at least one alphabetic and one numeric character and must not be the same as the User ID)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solution enforce the periodic changing of user passwords (passwords must have a maximum lifetime of 90 days)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solution enforce the periodic changing of privileged (administrator) passwords (privileged passwords must either have a maximum lifetime of 15 days or compensating controls)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are users prohibited from reusing the previous 8 passwords?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Can users change their own passwords?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the solution require users to change their password upon initial log-on?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Can administrators reset passwords (in the event a password is compromised)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When an administrator resets or initially sets a password, does the solution force the user to change it?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	