

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New    ☐ OTR    ☐ Sole Source    ☐ Bid Waiver    ☐ Emergency    Previous Contract/Project No. SS8298-4/14-4  
Contract  
☐ Re-Bid    ☐ Other – Access of Other Entity Contract    LIVING WAGE APPLIES: ☐ YES ☒ NO  
 Requisition No./Project No.: RQET1900012    TERM OF CONTRACT 2 YEAR(S) WITH 1 YEAR(S) OTR

Requisition /Project Title: SAS Data Analysis Software License Agreement

Description: License renewal fees for the annual license period for years 2019 through 2021 for the current software, operating system and authorized hardware configuration at Information Technology and Aviation Departments.

Issuing Department: ITD    Contact Person: Sherry Y. Crockett    Phone: 305.375.4693  
 Estimate Cost: \$235,000

Funding Source:    GENERAL    FEDERAL    OTHER  
Internal Service Funds

### ANALYSIS

<u>Commodity Codes:</u>	<u>205</u>	Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.	
		<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>
<b>Contractor:</b>		<u>SAS Institute Inc.</u>	
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			
<u>Comments:</u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

### RECOMMENDATIONS

	<u>Set-Aside</u>	<u>Subcontractor Goal</u>	<u>Bid Preference</u>	<u>Selection Factor</u>
<b>SBE</b>				
<u>Basis of Recommendation:</u>				
<i>Sherry Y. Crockett, CPFB</i>			Date sent to SBD: <u>June 11, 2019</u>	
			Date returned to SPD: _____	

**Title: SAS Data Analysis Software License Agreement**

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between SAS Institute Inc., a corporation organized and existing under the laws of the State of North Carolina, having its principal office at 100 SAS Campus Drive, Cary, NC 27513-2414 (hereinafter referred to as "Contractor" or "SAS"), and 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").

**WITNESSETH:**

WHEREAS SAS grants County a nonexclusive, nontransferable and nonassignable license to use the Software with designated operating systems under the Agreement. Except as otherwise provided herein, the Software shall only be accessed by County's employees and on site contractors ("Users") while doing work in the United States solely for County. The license is an annual license renewed at the mutual agreement of the parties. Renewal is accomplished by SAS sending an invoice for the applicable Software license renewal fees and County paying the invoice.

WHEREAS, the County desires to procure from SAS the right to use the Software and any related user documentation in accordance with the terms and conditions of this Agreement. The Software license includes maintenance in the form of technical support, updates and new releases.

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, and Supplements.
- 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 "Days" to mean Calendar Days.
- e) The word "Software" to mean SAS's proprietary computer programs and code provided by SAS under this Agreement.
- f) The word "Documentation" to mean those materials developed by SAS technical writing staff and provided by SAS to County detailing the information and instructions needed in order to allow County's Users to make productive use of the Software.

- g) The word "Records" to mean Contract and billing documents directly related to the work performed or monies received under this Agreement.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) any associated addenda and attachments.

## **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 to this Agreement unless otherwise indicated.
- 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. AGREEMENT TERM**

The Agreement shall become effective on September 1, 2019 and shall be for a duration of two (2) years. The County at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of one (1) additional year at then current rates. The County reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days at then current rates, subject to SAS's approval. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and SAS, upon approval by the Board of County Commissioners.

## **ARTICLE 5. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served upon seven (7) days if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### **(1) to the County**

- a) to the Project Manager:

Miami-Dade County  
Information Technology Department  
5680 SW 87<sup>th</sup> Avenue

Attention: Mirta Lopez-Cardoso, IT Contracts & Procurement Officer  
Phone: 305.596.8690  
E-mail: [Mirta.Cardoso@miamidade.gov](mailto:Mirta.Cardoso@miamidade.gov)

Miami-Dade County  
Aviation Department  
Miami International Airport  
Concourse B  
3<sup>rd</sup> Floor  
Miami, FL 33102-5504  
Attention: Carlos J. Garcia, Computer Services Manager

Phone: 305.876.0878  
E-mail:

and,  
b) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Strategic Procurement Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Sherry Y. Crockett, Procurement Contracting Office  
Phone: 305.375.4693  
E-mail: [sherry.crockett@miamidade.gov](mailto:sherry.crockett@miamidade.gov)

**(2) To SAS**

SAS Institute Inc.  
100 SAS Campus Drive  
Cary, NC 27513-2414  
Attention:  
Phone:  
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 6. PRICING**

Prices shall remain firm and fixed for the term of the Contract as outlined in Attachment A. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 7. FEES AND PRICING METRIC**

Accordingly, the Software components in these offerings may be used only through the Software under which they are bundled and County may not use or deploy any individual component as a replacement for other SAS Software.

License Fee Calculations: Upgrades. County agrees to (a) keep records of where the Software is being used and the extent of usage according to the applicable pricing metric, and (b) provide a copy of such records to SAS upon reasonable request. County may call or write SAS to change operating systems. Authorized Hardware or any factor affecting the applicable pricing metric. These changes may result in additional fees which are effective and will be invoiced of the time of the change.

**ARTICLE 8. METHOD AND TIMES OF PAYMENT**

All invoices shall be supported by 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. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, 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. Billings from prime Contractors under

services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. 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. Any decision by the County Mayor or his/her designee can be appealed to a court of competent jurisdiction.

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 after a successful adjudication in favor of the County in a court of competent jurisdiction and the exhaustion of Contractor's rights of appeal. 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 SAS to the County as follows:

Miami-Dade County  
Information Technology Department  
5680 SW 87<sup>th</sup> Avenue  
Miami, Florida 33173  
Attention: Mirta Lopez-Cardoso, IT Contracts & Procurement Officer

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

#### **ARTICLE 9 PAYMENT**

Invoices. SAS will invoice County (a) prior to each applicable license period, for any Software license fees due. Except as otherwise allowed in the Agreement, refunds are not available after the Product Authorization Code has been provided.

#### **ARTICLE 10. EMPLOYEES OF THE CONTRACTOR**

All employees of SAS shall be considered to be, at all times, employees SAS under its sole direction and not employees or agents of the County.

#### **ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP**

SAS'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.

SAS 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 12. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- 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 judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 13. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

**ARTICLE 14. 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 15. AUDITS**

The County, or its duly authorized representatives and 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 Records

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all Records. 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 16. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

SAS 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 17. 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 18. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if the Contractor or its employees attempt to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a sanction for the conduct in subpart A of this Article, 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, if the Contractor or its employees attempt to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement the Contractor 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 Code of Miami-Dade County.
- 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. No refunds for Software will be given after delivery.
- e) SAS may terminate the Agreement immediately for any violation by the County of SAS' intellectual property rights. Obligations in the Agreement that by their nature are continuing will survive termination or expiration. Upon termination or non-renewal of each Software license hereunder, or

when a user, Related Entity or disaster recovery contractor is no longer authorized to access the Software, The County agrees to reclaim, delete, and destroy the Software at issue, along with any related Documentation.

- f) In the event that the County exercises its right to terminate this Agreement, the Contractor shall refund a prorated portion of any fees paid for the remaining portion of any annual period.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 19. EVENT OF DEFAULT**

An Event of Default shall mean a material breach of this Agreement by SAS or the County.

#### **ARTICLE 20. 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.

#### **ARTICLE 21. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) SAS warrants that it has the right to license the Software and Documentation to County. The exclusive remedy for breach of this warranty is set forth in subpart d.
- b) SAS warrants that each commercially available release of the Software shall substantially conform to its Documentation including any updates thereto, and that the Software and the media on which it is installed shall be free of software viruses when received by County. As the exclusive remedy for breach of these warranties, SAS, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current annual license period.
- c. Provided County uses the Software consistent with the terms and conditions of the Agreement and complies with this section, CONTRACTOR will defend and indemnify County, as described below, with respect to any claim made against County for: (a) copyright, patent, trade secret or other intellectual property rights violation relating to the Software; or (b) bodily injury, death or damage to tangible property, excluding loss of or damage to software or data, arising solely from actions for which CONTRACTOR is legally responsible. County agrees to promptly notify CONTRACTOR in writing of any such claim, to allow CONTRACTOR to control the litigation or settlement of any such claim and to cooperate with CONTRACTOR in the investigation, defense and settlement thereof. CONTRACTOR shall indemnify County by paying for the costs and attorneys' fees County incurs at CONTRACTOR'S direction and any judgment finally awarded against County or settlement approved by CONTRACTOR. County may participate at County's own expense. If such claim in (a) above is made or, in CONTRACTOR' opinion, is likely to be made, then CONTRACTOR, at its option, may: (1) modify the Software; (2) obtain rights for County to continue using the Software; or (3) terminate the license for the Software at issue and refund the then-current annual license fee paid for such Software, but in no event shall termination relieve CONTRACTOR from its obligation to



defend and indemnify County as set forth herein. County agrees to abide by CONTRACTOR'S decision and, if appropriate, install a different version of the Software or stop using the Software. This indemnification obligation does not apply to the extent: (i) a claim is based on County's combination of the Software with other software, or modification to the Software; or (ii) as of the date the claim arose, County had not installed the latest version of, or update to, the Software as instructed by CONTRACTOR prior to such date.

## **ARTICLE 22. 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.

Notwithstanding the foregoing, the Contractor shall have the right to terminate pursuant to Article 21(e) or for nonpayment of license fees by the County. Upon such termination, County agrees cease use of and to reclaim, delete, and destroy the Software at issue, along with any related Documentation.

## **ARTICLE 23. VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement

### **b) Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code of Miami-Dade County 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. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

## **ARTICLE 24.      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. 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 Implementing 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 shall have the power to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, 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 25. 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 Software licensed under this Agreement.

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 26. 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, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 27. 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 28. 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) Except as may be required by law or court order, 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 29. 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 30. 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 and a claim for a violation of SAS' Intellectual Property rights may be brought in the US District Court for the southern District of Florida.

#### **ARTICLE 31. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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 materially comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 32. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, to the extent that SAS will hire employees specifically for the performance of this Contract, 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.careersourcesfl.com/firstsource/>.

**ARTICLE 33. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor agrees that if it is acting as a Contractor as defined in Chapter 119.0701, Florida State Statutes, Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County 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) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV), 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128**

**ARTICLE 34. SURVIVAL**

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

**ARTICLE 35     TERRITORY**

County may install and use the Software within the United States ("Territory"). County may permit its employees to use Software on a portable computer in countries outside the Territory for up to three (3) months on an annual license period.

**ARTICLE 36     GLOBAL REPORT ACCESS**

Notwithstanding anything to the contrary herein, and subject to applicable export and import law restrictions, County may allow any party limited access to Software applications to view reports showing results of County's analysis of County's data ("Reports"). County may allow this limited access via the internet, County's intranet or terminal emulation sessions. County shall ensure such applications (a) reside on Authorized Hardware for which County has licensed the Software and (b) are used solely to view Reports. Such access may occur from within or outside Territory.

**ARTICLE 37     ADDITIONAL USE**

Prior to any use of the Software other than as allowed above, the parties must sign appropriate paperwork and County shall pay any applicable additional fees. Such other uses may include, but shall not be limited to, the following: (a) installation or use outside the applicable Territory; (b) use for the benefit of a third party in exchange for compensation; (c) use in facilities management, application or data service provision, outsourcing, time-sharing, data or information technology management, or other similar arrangements; (d) use to process third party data; (e) allowing any party other than Users to use, edit, modify, or otherwise access underlying Software, or to perform free form programming with the Software; or (f) allowing a third party to use the Software for its own business operations or administrative processes.

**ARTICLE 38     AUTHORIZED HARDWARE**

County shall install the Software only on hardware authorized under the Agreement ("Authorized Hardware"). If the Software is licensed for use on mainframe or server hardware, Authorized Hardware is hardware located on County's premises that County identifies to SAS by type and CPU number. If the Software is licensed for use on personal computers, Authorized Hardware is hardware owned or leased by County or its employees.

**ARTICLE 39     PRODUCT AUTHORIZATION CODE**

County may allow Users to access only Software licensed to County for which County receives a Product Authorization Code. County shall not allow Users to install or attempt to use other products contained on media received from SAS. The "Product Authorization Code" is a component of the Software that enables the Software to operate for the applicable license period. At each new license period, or if required as a result of changes in Authorized Hardware or Software, County must apply a new Product Authorization Code to keep the Software operating. SAS is not required to provide the Product Authorization Code if County is in breach of the Agreement or has not paid any undisputed amounts due under the Agreement. SAS is not liable for damages caused by the resulting Software interruption. County may allow only Users to access the Product Authorization Code. County acknowledges and agrees that the Product Authorization Code SAS's confidential and proprietary information.

**ARTICLE 40                    COPYING**

County may copy the Software only for (a) disaster recovery and back-up purposes, and (b) installation of personal computer Software authorized hereunder. All copies remain the property of SAS. County may deliver a copy of the Software to a disaster recovery contractor to perform temporary disaster recovery work for County. County shall give SAS the name and address of the disaster recovery contractor before delivery. The identical copyright notices and any other proprietary rights notices found on the original Software media must be reproduced on all copies authorized under this Section.

**ARTICLE 41                    TITLE: SOURCE CODE**

Title to the Software and its documentation remains with SAS and its licensors at all times. Copyright notices and other proprietary rights notices in the Software shall not be deleted or modified. The Agreement does not transfer any ownership rights. Source code from which the Software object code is derived ("Source Code") is not being provided and is a trade secret of SAS and SAS's licensors to which access is not authorized. Neither County nor any other User shall reverse engineer, reverse assemble or decompile the Software or in any way attempt to recreate the Source Code, except and only to the extent applicable laws specifically prohibit such restriction.

**ARTICLE 42                    TECHNICAL SUPPORT**

During the term of the Software license, SAS will use reasonable efforts, either by telephone or in writing, to help County solve specific problems with installation or use of the Software within the Territory. County may obtain on-site Software support from SAS. It may not be possible for SAS to solve all problems or correct all errors in the Software. From time to time, SAS may make available, and County agrees to use reasonable efforts to install, new releases, updates and corrective code. During ongoing Software development, SAS may add change or delete individual components or functionality in new releases. Such Software modifications shall be subject to the terms of the Agreement. If County chooses not to install the most current release of the Software, the level of technical support may diminish over time.

42.1 Technical Support Process. The following paragraph describe how Technical Support is currently provided at the SAS's worldwide headquarters in Cary, North Carolina between the hours of 9:00 am and 8:00 pm eastern standard time, Monday through Friday during normal business day. For calls received for critical issues outside the hours specified above, County will be direct to one of SAS's world-wide support centers (Sydney, Australia or Heidelberg, Germany) thereby providing Technical Support twenty-four (24) hours a day, seven (7) days a week. This support process may be modified from time to time.

County may contact SAS Technical Support via telephone at 919.677.8008, via fax at 919.531.9449, via email at [support@sas.com](mailto:support@sas.com) or via the World Wide Web at [support.sas.com/techsup/intro.html](http://support.sas.com/techsup/intro.html).

Calls to Technical Support are answered by an Assistant Technical Support Analyst who determines the area of the User's problem and directs the call to a phone queue based on product or subject area. There are several queues, each having 1 to 4 first-level representatives ("Technical Support Representative") available at any given time.

The first available Technical Support Representative in queue handles the call. To reduce hold times when callers are holding in the quotes, a message is sent to Technical Support Representatives in the subject group who are available so that they can make themselves available to receive calls as needed.

When a Technical Support Representative receives a call, he/she obtains background information and a description of the problem, and attempts to answer the question. Technical Support Representatives are able to resolve a majority of problems on primary contact.



If the Technical Support Representative cannot answer the question on primary contact, he/she will place the problem in the "outstanding problem" list, include any additional details, and provide the User with a tracking subject area ("Technical Support Consultant").

When a Technical Support Consultant is informed of a new problem in his/her area, he/she accepts the problem into his/her "working" file, and contacts the User. Technical Support's goal for contacting Users on tracked problems depend on the severity of the problem; a 1-hour callback for severe problems; up to a maximum of 24 hours callback for low-priority problems.

The Technical Support Consultant is responsible for the problem until its resolution. He/she may involve SAS Software developers in the process, but will retain ownership of the problem. The Technical Support Consultant updates the problem whenever the User is contacted or additional information is required, enabling a complete audit on all problems. Resolved problems are moved to a "resolved" file, and then archived.

The Technical Support tracking system contains various signals to indicate "red flag" conditions, such as callbacks that have not been made, "pink slips" from Users, high-priority problems, or problems that have not been updated within a certain amount of time. Technical Support Consultants can also set their own customizable alarms and can designate "backup" Technical Support Consultants to handle problems when they are out of the office.

Problem submitted through e-mail or the WWW interface immediately go to the "outstanding problem" file and are handled like phone problems but the Technical Support Representative can respond by phone or e-mail.

#### **ARTICLE 43                      FORCE MAJEURE**

- a) Performance by each party shall be pursued with due diligence in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that were beyond its reasonable control. The parties agree that, provided the condition stated above apply, the following shall include, but not limited to, causes or vents of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses (other than SAS occupational licenses), blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extend of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- b) In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised due diligence the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Such extension of time shall constitute the sole remedy of either party in the event of such delay.
- c) In the event the affected party fails to provide prompt written notice to the other of fails to exercise due diligence as provided in this Article 50 the obligations under this Agreement shall remain the same and the affected party shall obligated to perform those measures determined by the other party to minimize the impact of such delay at its own expense or be liable to the other party for additional expenses caused by such delay.

#### **ARTICLE 44                      LIMITED WARRANTIES AND RESPRESENTATION**

**44.1 Warranties by SAS; Remedies.**

44.1.1. SAS warrants it has the right to license the Software to County. The exclusive remedy for breach of this warranty is set forth in Article 26 (Patent and Copyright Indemnification).

44.1.2 SAS warrants each production release of the Software shall substantially conform to its documentation including any updates thereto, and the Software and the media on which it is installed shall be free of software viruses when received by County. As the exclusive remedy for breach of these warranties, SAS at its option shall: (a) repair the Software; (b) replace the Software or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current license period.

**44.2 Warranty Disclaimers. SAS AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAS AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY. SAS'S LICENSORS PROVIDE THEIR SOFTWARE "AS IS" NOTHING IN THIS SUBSECTION NEGATES THE EXPRESS WARRANTIES SAS PROVIDE IN THE AGREEMENT.**

44.3 Representations by County. County represents it shall (a) implement procedures to verify accuracy of data input and output while using the Software, and (b) inform all parties authorized to use the Software of the relevant terms of the Agreement and any related user documentation, and be responsible for their adherence to such terms. County agrees that the Software and Services, in and of themselves, will not ensure compliance with laws.

**ARTICLE 45                    INJUNCTIVE RELIEF**

Breach of SAS's or SAS's licensors intellectual property rights will lead to damages not adequately remedied by an award of money; therefore, SAS may protect those intellectual property rights through temporary restraining orders or injunctions, without the obligation of posting bond.

**ARTICLE 46                    LIMITATION OF LIABILITY**

**NEITHER THE COUNTY NOR SAS IS LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE), EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SAS IS NOT LIABLE FOR ANY CLAIM AGAINST COUNTY BY ANY PARTY RELATING TO USE OF THE SOFTWARE, EXCEPT AS SET FORTH IN THE INDEMNIFICATION SECTION OF THIS MLA. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND LICENSES GRANTED UNDER THE AGREEMENT.**

Limitation of Liability. **THE TOTAL AMOUNT COUNTY MAY RECOVER FOR ALL CLAIMS RELATING TO THE AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT ANNUAL LICENSE PERIOD AND FOR THE SERVICES AT ISSUE**

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

SAS Institute Inc.

Miami-Dade County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

## ATTACHMENT A

For the Software, operating system, and Authorized Hardware configuration in effect as of the execution of this Agreement, the license renewal fees for the annual license period is as follows:

Site Number	Software	Operating System	2019	2020	2021
28501	Base SAS	OS	\$40,880.00	\$42,107.00	\$43,371.00
New Prod Site Cores	Analytics Pro	8 Core Prod Server	\$58,462.00	\$14,621.00	\$15,059.63
New Test Site Cores	Analytics Pro	4 Core Test Server	\$10,344.75	\$ 2,585.25	\$ 3,764.91
		Total Due	\$109,686.75	\$59,313.25	\$62,195.54