

**BROWARD
COMMUNITY
COLLEGE**

We keep you thinking.

Office of the president

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: January 29, 2008

Place: Regular Meeting of the Board of Trustees
Broward Community College
Boardroom 1208, Building 33
Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale

Subject: Agenda Item : VI - K - DHS, Inc. - Fixed Asset Management System

Request approval of contract with DHS Worldwide, Inc. for new fixed asset system.

The college has gone through an RFP process to select a new fixed asset system. This item presents the contract with the selected vendor, DHS Worldwide, Inc., for board approval.

This follows Goal 8 - Make strategic choices about instructional programming and resources.

Board Agenda Approved: JDA
Date: 1/25/08

Agenda Item VI-K

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: Mr. J. David Armstrong, Jr., President


Date: January 3, 2008

From: Mr. William D. Pennell, Chief Financial Officer

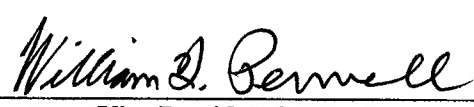
Issue: Request approval of award recommendation of DHS Worldwide, Inc. (DHS), to furnish, install, and support an automated fixed asset system.

Background/Analysis: To enter into a contract with a qualified firm to furnish, install, and support a suitable fixed asset management system for use Collegewide, **RFP #808-005** entitled **Automated Fixed Asset System** was issued. In the subsequent review of proposals and following interview presentations, the evaluation committee comprised of staff members (listed on the attached selection record memo) unanimously awarded DHS Worldwide, Inc. the highest point totals and top final ranking. Thus, it is recommended that this firm be awarded the contract to perform aforementioned services.

Fiscal Impact: The estimated first year expenditure is \$ 67,350.00, which includes software, data conversion/programming, training, equipment and technical support. Technical support costs will be recurring annually.



Initiating Official
Mr. Alex Denis, CPPO
AVP, Procurement Services



Vice President/Provost
Mr. William D. Pennell
Chief Financial Officer

Staff Position: Recommend approval.

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|---|---|
| <input type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> Providing high quality services |
| <input type="checkbox"/> Providing affordability to a diverse community of learners | <input type="checkbox"/> Providing accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> Commitment to lifelong learning |
| <input type="checkbox"/> Commitment to academic excellence | <input checked="" type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT: By recommending DHS, the College is able to utilize a most technologically up-to-date fixed asset management system. Recommended as the most compatible property control and overall fixed asset system to meet accountability needs of the College, system was partially developed by DHS Worldwide - in concert with the Florida Community College Software Consortium. Currently is being utilized effectively at several Community Colleges statewide.

Minority: Yes No N/A **Broward:** Yes No N/A
(Woman-Owned)

MEMORANDUM

To: Alex Denis, CPPO, Associate VP – Procurement and Material Services
From: Beau Mitchell – Procurement Coordinator, Goods & Services
Subject: Selection of BCC Group Health Plan and Reinsurance Provider
Date: December 17, 2007

In accordance with Florida Statutes, **RFP #808-005** for an **Automated Fixed Asset System** was issued requesting statements of interest while setting forth BCC’s requirements.

On October 23, 2007 the RFP was released, with notices sent to 327 proposers using DemandStar bidwire; includes 83 MWBEs. Three (3) submittals were received on Wednesday – November 21, 2007 for evaluation by the evaluation committee from:

- Applied Data Systems, Inc.
- DHS Worldwide, Inc.
- Maximus, Inc.

➤ **Evaluation Committee:**

- | | |
|-------------------------|--|
| 1. William D. Pennell | - Chief Financial Officer |
| 2. Alex Denis | - Associate V.P., Procurement & Material Services |
| 3. Thomas Gibbons | - Manager, Material Services |
| 4. Joann Anthony | - Director, Enterprise App. & Customer Support |
| 5. Larry Wummer | - BCC Fixed Asset Consultant |
| 6. Jayson Iroff | - Controller |
| 7. John Stancil | - Dean of Business Affairs, Central Campus |
| 8. Albert Smith | - Dean of Business Affairs, South Campus |
| 9. Dr. George Stalliard | - Dean of Business Affairs, North Campus <i>(Shortlist Phase only)</i> |

I. **PHASE I – EVALUATION / SHORTLISTING:** After a review for compliance using each the following criteria, the evaluation committee met on December 5, 2007 to shortlist firms listed above to determine which firms would be granted an interview presentation:

Shortlist Criteria

- | | |
|-------------------------------|-------------------------|
| • Experience & Qualifications | - Max. 30 Points |
| • Scope of Services Provided | - Max. 30 Points |
| • Costs | - <u>Max. 40 Points</u> |
| | 100 Points |

➤ **Shortlist – Posted Friday, December 7, 2007:**

- | | |
|------------------------------|--------------|
| • DHS Worldwide, Inc. | - 750 Points |
| • Applied Data Systems, Inc. | - 565 Points |

II. **PHASE II – INTERVIEW / AWARD:** On December 12, 2007, each shortlisted firm gave an interview presentation and were evaluated using a revised criteria:

Interview Criteria

- | | | |
|---|---|-----------------------|
| • Understanding of the College's Requirements | - | Max. 20 Points |
| • Overall System Functionality & On-Site Technical Support Capability | - | Max. 20 Points |
| • Unique Qualifications | - | Max. 20 Points |
| • References | - | Max. 20 Points |
| • Financial Capacity | - | <u>Max. 20 Points</u> |
| | | 100 Points |

A. Additional information was requested from each firm during interview presentations, therefore, the committee was unable to reach a decision at the conclusion of each interview presentation. A subsequent meeting was held on the following day, December 13, 2007, where the committee first discussed the merits of each firm's interview presentation in relation to the interview criteria listed above.

B. All scoresheets were then totaled, followed by committee members ranking vendors 1-2 in accordance with scoresheets. DHS Worldwide was ranked #1 unanimously, total scores as follows.

➤ **Interviewed – Wednesday, December 12, 2007, 2007:**

- | | | | |
|-------------------------------|---|------------|-------------------------------|
| 1. DHS Worldwide, Inc. | - | 720 Points | *Award Recommendation* |
| 2. Applied Data Systems, Inc. | - | 672 Points | |

A contract has been drawn up for DHS Worldwide, Inc. encompassing all College requirements, as stated in the RFP, and will be presented for approval at the Board of Trustees Meeting on January 23, 2008. Contract is scheduled to commence on or about February 1, 2008.

- DHS Worldwide, Inc. is a Woman-Owned firm that responded to the RFP notice. Corporate offices are located in Orange Park, FL – south of Jacksonville.

The estimated first year expenditure is \$ **67,350.00**, which includes software, data conversion/programming, training, equipment and technical support. Technical support costs will be recurring annually.

AGREEMENT
for
AUTOMATED FIXED ASSET SYSTEM

THIS AGREEMENT is made and entered into as of this 23rd day of January, 2008, by and between

BROWARD COMMUNITY COLLEGE
(hereinafter referred to as "BCC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
225 East Las Olas Boulevard, Fort Lauderdale, Florida 33301

and

DHS ASSOCIATES, INC.
(hereinafter referred to as "CONTRACTOR"),
whose principal place of business is
563 Blanding Boulevard, Suite 3, Orange Park, Florida 32073

BCC and CONTRACTOR are referred to collectively herein as the "Parties."

WHEREAS, BCC issued a Request for Proposal, identified as RFP 808-005, entitled **Automated Fixed Asset System**, including Addendum Numbers 1 and 2 , and (hereinafter referred to collectively as "RFP"), which is incorporated by reference herein, for the purpose of receiving proposals for an automated fixed asset management system, as described in the RFP; and

WHEREAS, CONTRACTOR has submitted a proposal in response to RFP (hereinafter referred to as "PROPOSAL"), incorporated herein by reference, which has been selected by the Evaluation Committee as the top-ranked proposer to provide services as detailed herein and in RFP; and

WHEREAS, both Parties have mutually agreed upon the Statement of Work (SOW), Attachment 1, which outlines project implementation, each parties responsibilities, schedule and the required deliverables; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Order of Priority**. In the event of a conflict between the documents, BCC and CONTRACTOR agree that the order of priority shall be as follows:

This Agreement, but exclusive of RFP and all addenda to RFP; then

- First: SOW, Exhibit A; then
- Second: Addenda to RFP; then
- Third: RFP; then
- Fourth: CONTRACTOR's PROPOSAL to RFP.

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ARTICLE 2 - SPECIAL CONDITIONS

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2.01 Scope of Agreement.

a. CONTRACTOR will provide BCC with an Automated Fixed Asset System, as detailed in RFP. All staff provided by CONTRACTOR shall be employee or agents of CONTRACTOR and not of BCC. CONTRACTOR shall be responsible for all matters relative to its employees/agents including, but not limited to wages, payment of all applicable taxes, workers compensation coverage, adhering to all applicable statutes, regulations, and requirements, all applicable licenses, insurances and coverages, all employee-related responsibilities and liabilities, as well as non-obligatory employee fringe benefit programs. CONTRACTOR agrees to hold BCC harmless from any expense or liability which may result from CONTRACTOR's failure to withhold these taxes, failure to provide benefits for their employees, or failure to conduct itself in accordance with all applicable statutes, regulations and requirements. BCC's responsibility shall be limited to providing payment to CONTRACTOR for services rendered in accordance with this Agreement.

2.02 Term. This Agreement, as described herein, shall remain in effect from on or about February 1, 2008 until job completion, at which time the service provided inspected and accepted to the satisfaction of BCC and must comply with the terms and conditions herein, be in full accordance with the RFP specifications, and of the highest quality.

2.03 Cost of Services. The established pricing must be held firm until contract completion. CONTRACTOR shall guarantee all-inclusive rates that shall not exceed the following, except as amended in accordance with provisions contained herein:

<u>Required Base Module</u>	
1. Base Software (Unlimited # - Items & Users).	\$27,500.00
<u>Optional Items</u>	
2. On-site Training @ BCC - per day, all expenses.	\$ 2,000.00
3. Training @ DHS Worldwide Corporate Offices.	\$ 500.00
4. Portable Scanner Software License Fee - per Scanner. (if scanners not purchased from DHS Worldwide)	\$ 295.00
5. Conversion.	\$ 2,500.00
6. Symbol (Motorola) MC3000 Handheld Computer / Bar Code Scanner - Cradle and Software License Included.	\$ 1,895.00
7. Recurring Annual Support Costs.	\$ 2,400.00
<u>Optional Custom Programming Services</u>	
8. Expand depreciation to support add'l depreciation methods.	\$ 6,500.00
9. Custom programming - manually adjusted depreciation.	\$ 3,500.00

2.04 Indemnification.

a. By BCC: BCC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

b. By CONTRACTOR: Subject to the terms, conditions and limitations of paragraph 3.22 (Warranties), CONTRACTOR agrees to indemnify, hold harmless and defend BCC, its agents, servants and employees from any and all court awarded claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which BCC, its agents, servants and employees may pay or become obligated to pay on account of any court adjudicated claim, arising out of the products, goods or services furnished by CONTRACTOR, its agents,

servants or employees; the equipment of CONTRACTOR, its agents, servants or employees while such equipment is on premises owned or controlled by BCC; or the negligence of CONTRACTOR or the negligence of CONTRACTOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including BCC's property, and injury or death of any person whether employed by CONTRACTOR, BCC or otherwise.

2.05 **Payment Terms.** In the case of software and services, BCC will make payments to CONTRACTOR within forty-five (45) days from the date of invoice, but only upon verification of corresponding charges. BCC shall promptly verify all corresponding charges and notify CONTRACTOR within 30 days of receipt of invoice if of any discrepancies. If applicable, BCC shall be billed monthly; only one payment will be made per month. In the case of hardware, BCC shall make payments within 15 days of receipt of the hardware.

2.06 **Insurance.** CONTRACTOR agrees to maintain, at all times, insurance limits as stipulated in RFP, with BCC named as additional insured.

2.07 **Use of Other Contracts.** BCC reserves the right to utilize any other contract awarded by BCC, the State of Florida, or any other Florida public agency contract or cooperative award or to directly negotiate/purchase, as allowed by law or administrative rule, as currently enacted or as amended from time to time, in lieu of any award made as a result of this Agreement if it is in BCC's best interest to do so.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To BCC: Mr. William D. Pennell - Chief Financial Officer
Broward Community College
Building 33 / Room 1217
111 E. Las Olas Blvd.
Fort Lauderdale, Florida 33301

With a Copy to: Mr. Kevin Fernander - College Counsel
111 East Las Olas Boulevard, 12th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Alex Denis, CPPO - Associate VP, Procurement and Material Services
Broward Community College
Building 31 / Room 616
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

To CONTRACTOR: Diane J. Hyman - Chief Executive Officer
DHS Worldwide, Inc.
563 Blanding Blvd. - Suite 3
Orange Park, Florida 32073

To CONTRACTOR: Steven J. Hyman - President
DHS Worldwide, Inc.
563 Blanding Blvd. - Suite 3
Orange Park, Florida 32073

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ARTICLE 3 - GENERAL CONDITIONS

3.01 **Patent or Copyright Infringement - Indemnity.** CONTRACTOR shall hold harmless and defend BCC against any and all suits based on any claim that the use by BCC of the deliverables provided under this Agreement by CONTRACTOR infringes on any United States patent right or copyright, provided CONTRACTOR is promptly notified in writing of any such suit or claim against BCC, and further provided that BCC permits CONTRACTOR to defend, compromise or settle the same, and gives CONTRACTOR all available information, reasonable assistance, and authority to enable CONTRACTOR to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the deliverables by BCC; (ii) any use of the deliverables which is not authorized herein; or (iii) use of the deliverables with any computer hardware or software not supplied or approved by CONTRACTOR. This provision sets forth CONTRACTOR's sole obligation and liability and BCC's exclusive remedy for any proprietary rights infringement by the deliverables.

3.02 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.

3.03 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.04 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.05 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other party.

3.06 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees and costs for non-compliance with that law.

3.07 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.08 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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3.09 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.10 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury for any civil litigation related to, or arising out of this Agreement.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from BCC.

3.15 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.16 **Place of Performance.** All obligations of BCC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.17 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforcability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

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3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Grant of License.** CONTRACTOR hereby grants to the Licensee a perpetual non-exclusive license to use the Total Recall™ Asset Tracking Software as (hereinafter called "Software") subject to the terms of this Agreement.

3.21 **Restrictions.** The License to use the Software is limited and restricted to the use of a single production copy of the Software on Licensee's computer or local area network at a single location. Licensee agrees not to sell, dispose of, surrender, or to make public any portion of the Software computer programs and/or documentation received and to keep confidential the contents thereof. No copies of the Software, including programs and documentation, other than for Licensee's own use, may be made without CONTRACTOR's written consent. All rights, title and interest in and to all materials supplied by CONTRACTOR remain the property of CONTRACTOR, except Licensee is granted a perpetual non-exclusive license to use said materials. This right shall be enforceable against any assignee or successor of interest of the contractor. No title to or ownership of the Software is transferred to Licensee. The Licensee acknowledges and agrees that CONTRACTOR intends to and may grant license for the use of Software to others. The Licensee shall not attach, challenge, or contest CONTRACTOR's control of the title to the Software or its rights to license the same, and the Licensee shall not aid others in so doing.

3.22 **Warranties.** Subject to the provisions of this Paragraph, CONTRACTOR warrants (a) that it has the right to grant the license herein granted, and (b) that for a period of one (1) year from the date of its delivery to Licensees, the Software will be workable in accordance with the documentation provided to Licensee by CONTRACTOR at the time of the initial delivery of the Software or as subsequently updated by CONTRACTOR. Licensee acknowledges that the Software is of such complexity that it may have inherent defects and agrees that as, CONTRACTOR's sole obligation, under the warranty set forth above, and Licensee's sole remedy, is expressly limited to the terms and conditions outlined herein. CONTRACTOR shall have no obligation under the warranty set forth above unless notice of defect is given to CONTRACTOR in writing during the warranty period.

Other than as expressly set forth above, CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DELAYS CAUSED BY THE SOFTWARE, REGARDLESS OF CAUSE. LICENSEE EXPRESSLY WAIVES ANY CLAIMS AGAINST CONTRACTOR FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM LICENSEE'S USE OF THE SOFTWARE OR FROM ANY DEFECTS THEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS, OR PECUNIARY LOSS ARISING, OUT OF THE SOFTWARE OR INABILITY TO USE THE SOFTWARE.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

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FOR BCC:

J. David Armstrong, Jr., President

Date

FOR CONTRACTOR:

Drane Hyman CEO
Name, Title

12/31/07
Date Signed

The Following Notarization is Required for Every Agreement With Any Entity Other Than Another Governmental Agency.

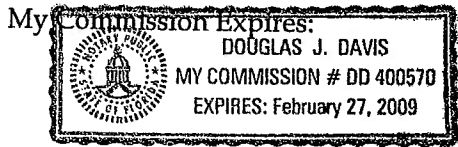
STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 31st day of December, 2007 by Drane Hyman of

DHS Associates, Inc. on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification



(SEAL)

[Signature]
Signature - Notary Public

Douglas J Davis
Printed Name of Notary

Notary's Commission No.

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ATTACHMENT 1
STATEMENT OF WORK (SOW) / SCOPE OF SERVICES

- **Section I - Requirements Review & Written Plan of Implementation.** The first step in any successful implementation is to understand the goals of the client. Once DHS is notified that they are the successful bidder, DHS will schedule a phone conference no later than 2/01/08 with the key Broward County Community College ("BCC") staff members as identified by BCC, to gain a comprehensive understanding of the project objectives. DHS staff members will provide alternative methods for each operational aspect. Together, DHS and BCC will agree upon the best practices to accomplish the goals of BCC in an efficient manner. As part of the requirements review DHS and BCC will agree upon the standard operating procedures. Once the requirements review is completed, DHS will provide a written plan of implementation and detailed timeline for completion of the project to BCC no later than 2/11/08. This timeline shall provide due dates for the major tasks to be completed by both DHS and BCC. Each company will make every effort to adhere to these due dates and will inform the other party on a timely basis if a specific due date cannot be met. DHS' President, Steve Hyman, will review the plan and be involved in the planning process. The written plan of implementation must be approved by the appropriate BCC staff members.

CONTRACTOR RESPONSIBILITIES:

- To obtain a clear understanding of BCC's needs, requirements and goals for this project. To communicate clearly that all these needs, requirements and goals can be reached and in the time frame needed by BCC. The timeline developed is extremely important to BCC so that the follow-up project, the annual physical inventory of fixed assets, can be fully completed by the June 30, 2008 deadline. In addition, DHS will need to define the interface specifics of their system and provide documentation of the technical environment to BCC's IT department by 2/08/08. Provide a firm understanding to BCC of the DHS resources that will be used to complete the project and what resources will be used on each phase of the project. DHS will provide a written, formalized Plan of Implementation detailing BCC's needs, requirements and goals and how DHS will meet these goals, including a written timeline detailing the project's milestones and the firm dates each milestone will be completed. Submit drafts of the plan to BCC for its review. Work hand-in-hand with BCC to obtain final approval of the plan.

BCC RESPONSIBILITIES:

- Provide a clear and succinct discussion of the above needs, requirements and goals. Communicate to DHS the date-sensitive milestones to complete the project by March 23, 2008. BCC will identify any potential data incompatibility issues to clarify how the Receiving function will be handled. Identify to DHS the staff resources that will be supplied by BCC, their specific functions and level of involvement. Help DHS in developing the Plan of Implementation as mentioned above. Review draft of formalized plan on a timely basis. Work hand-in-hand with DHS to develop final plan and approve it.

DELIVERABLES:

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- A written, detailed Plan of Implementation and Project Timeline as detailed above and agreed upon by both parties will be completed no later than 2/11/08.

➤ **Section II - Load Application Software, Provide System Documentation & Convert Database.** DHS will assist BCC with the installation of all program modules and will assist with questions about the configuration of SQL Server and hardware. DHS will work closely with BCC to make sure a good working relationship exists. Once the software is loaded onto BCC hardware, DHS will provide complete system documentation for the software in both printed and pdf format. Mr. Samuel Blair, Vice President, Programming Services, will be responsible for developing and implementing a plan for conversion of existing data. DHS has converted over 350 clients from existing software to our products. DHS will convert the data in advance and allow the applicable BCC staff to review the data prior to the final conversion. This provides the applicable BCC staff with an opportunity to verify the data is 100% correct. This test conversion data is also used for training purposes. When it is practical, DHS will write a conversion program that automates the conversion process. This allows DHS to easily convert the data as many times as required. Mr. Blair will document the conversion process to insure the highest level of integrity in this area. DHS will begin the conversion process after being notified as being the successful bidder and having received the data to be converted but no later than 2/11/08.

CONTRACTOR RESPONSIBILITIES:

- DHS will assist BCC's IT staff with the installation of all program modules and the configuration of SQL Server and related hardware. DHS will supply complete system documentation for the software in both printed and pdf format by 2/04/08. DHS will supply to BCC the format that the data will need to be in for conversion. DHS will write the conversion program to automatically convert BCC's data and work closely with BCC in converting the fixed asset database to Total Recall. DHS will provide 100% of the converted data to BCC for their review, testing and final approval.

BCC RESPONSIBILITIES:

- BCC will provide to DHS the ID for the PC that will house the client version of the software and provide all needed technical assistance through BCC's Application Integration Team. BCC will help, when needed, to develop the system documentation for the new fixed asset system. BCC will develop the asset data file for conversion, develop location data file for periodic data refresh, develop file to transfer new asset data and provide said files to DHS on a timely basis. Review converted data from DHS on a timely basis, test and provide final approval.

DELIVERABLES:

- DHS, with the help of BCC, will have the application software installed on BCC's system and the complete system documentation for the software in both printed and pdf format by 2/04/08. DHS will provide to BCC the database of 100% of the converted fixed asset database from CID to Total Recall by 2/22/08.

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- **Section III - Test Plan.** DHS will work with BCC to develop and present a test plan. The purpose of the test plan will be to ensure the validity of the converted data and to test the system operation against the agreed upon operating procedures that will be utilized by the BCC. Specific test procedures will be utilized to verify the database counts are accurate and reliable.

CONTRACTOR RESPONSIBILITIES:

- DHS will work with BCC to develop a test plan to ensure the validity of the converted data and test the system to ensure it is operating in accordance with the system specifications. This will help to ensure the system is operating in compliance with all BCC requirements related to fixed assets and also verify the database is accurate and reliable.

BCC RESPONSIBILITIES:

- BCC will work with DHS to do all the testing necessary to confirm the proper functioning of the system and the reliability of the data.

DELIVERABLES:

- DHS will deliver the Test Plan to BCC by 2/18/08.

- **Section IV - Application Training.** DHS will provide a comprehensive training program for the software. A written application-training plan will be presented to your staff for approval. We will be sure to identify key individuals in your organization that can be trained as trainers. These individuals will train new employees as necessary. Continuing education will be provided by DHS on an on-going basis upon request. DHS estimates 3 to 5 days of customer on-site training will be sufficient.

CONTRACTOR RESPONSIBILITIES:

- DHS will work with BCC to provide a comprehensive training program for the software in time for the on-site training and to help identify those BCC employees who can be trained as trainers. DHS will provide enough staff to train all the appropriate BCC staff, on-site, within 3 to 5 days.

BCC RESPONSIBILITIES:

- BCC will work with DHS to complete a comprehensive training program and identify those key BCC staff who will be trained as trainers. BCC will provide the resources, including computers, for DHS to complete their training on-site within 3 to 5 days.

DELIVERABLES:

- DHS will provide to BCC a comprehensive, written training program and identify those BCC employees who will be trained as trainers by 2/18/08. DHS will begin their on-site training by 2/25/08 and will complete it by 2/29/08.

AGENDA ITEM VM-K

JAN 29 2008

ENCLOSURE _____