

GARBAGE COLLECTION ROUTING SOLUTION

THIS SOFTWARE IMPLEMENTATION, MAINTENANCE, SUPPORT, AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY,, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND ROUTESMART TECHNOLOGIES, INC, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MARYLAND, HAVING ITS PRINCIPAL OFFICE AT 8850 STANFORD BLVD, SUITE 3250, COLUMBIA, MD 21045 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

WHEREAS, the Contractor has submitted a written proposal dated June 29, 2012, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein. The Contractor has offered to provide the County with a Garbage Collection Routing Solution, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals, EPP-RFP No. 823 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the County desires to procure from the Contractor such Garbage Collection Routing Solution inclusive of all required software licenses, implementation, configuration, customization, training, maintenance, and technical support services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

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

1.3 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the software as defined on Appendix A "Scope of Services".

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

1.5 "Scope of Service" shall mean the document appended hereto as Appendix A, which details the service to be performed by the Contractor.

1.6 The word "Service" shall mean all functions required to be done by the Contractor to perform and meet the scope of services, including but not limited to the routing software solution provided by the Contractor, electronic communications, and technological provisions.

ARTICLE 2. ORDER OF PRECEDENCE

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

1) These terms and conditions including all attachments, exhibits, and appendixes and any associated addenda thereof, 2) County's RFP including all Addendums, 3) Contractor's proposal to EPP-RFP No. 823 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner

satisfactory to the County in accordance with the terms and conditions of this Agreement. The County

shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

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

ARTICLE 6. DELIVERY

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

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

ARTICLE 7. AGREEMENT TERM

7.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month following signature. The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional two (2) year terms, for a maximum total of six (6) years.

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

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

ARTICLE 8. SUPPORT AND MAINTENANCE SERVICES

8.1 Technical Support Services. Technical Support Services shall include but not be limited to general support activities; remedial resolution activities to resolve Software issues; correcting programming and coding errors; and supplying solutions to known software errors which affect the operation any or all portions of the Software Application. Technical Support Services shall be available from the hours of 8:00AM to 6:00PM, five (5) days a week (Eastern Standard Time).

Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Software regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

The Support Services shall be conducted in the following manner:

For the term of this Agreement, Contractor shall provide technical support via telephone, website and/or e-mail. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections.

8.2 Customer Support Services. For the term of this Agreement, Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Software to public users of the Web Services regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

8.3 The Contractor shall provide the services set forth in the Service Level Agreement (Appendix E) for software technical support.

8.4 Maintenance Services. Maintenance Services shall be conducted in the following manner:

- a) Contractor shall offer the County all Software error corrections, upgrades, patches and fixes, Updates, Upgrades, and Releases of the Software as they are made available by the Software developer at no additional charge.
- b) Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any downtime.

ARTICLE 9. SOFTWARE MODIFICATIONS

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

- a) After the SOW has been accepted, a detailed requirements and detailed design document shall be

submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 10. IMPLEMENTATION SERVICES

- a) The County shall accept or reject the Software and/or Deliverables within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software and/or Deliverables delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software and/or Deliverable or may accept any item of Software and/or Deliverable and reject the balance of the delivered Software and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software and/or Deliverables for such items of rejected Deliverables and/or Software within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- c) The Contractor shall bear the risk of loss or damage to delivered Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- d) Contractor agrees to commence implementation of the Software according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Schedule, so that such Software is in good working order and ready for use by the dates set forth in the Schedule.
1. Contractor agrees to do all things necessary for proper implementation of the Software and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Software installation. Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work, including, but not limited to, (a) system configuration; (b) interface development; (c) Software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment

that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 10.

- e) Software testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Software in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

ARTICLE 11. TESTS

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

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

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

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

ARTICLE 12. ACCEPTANCE CRITERIA

Upon completion of the System installation and configuration, the selected Proposer will be required to test and demonstrate to PWWM that it has met all of the requirements set forth in this Scope of Services. The County reserves the right to develop the acceptance criteria at the time of negotiations for inclusion in the resultant contract award.

Additionally, criteria demonstrating a successful installation will be itemized and available for County review and approval. Technical and end user administrator knowledge transfers will be performed to assure that the County technology personnel can maintain the installation or perform a re-installation if necessary, and that the end user can sufficiently maintain business rules and mandates. At minimum, software configuration must be based upon the identified operational needs of end-users. This can be accomplished through the respondent's described process, through vendor-ed business process analysis of the existing and anticipated workflows, or a hybrid of the two general approaches. Regardless of the intended approach, a detailed plan should be presented including requirements, tasks, resources, etc.

ARTICLE 13. FEES AND PAYMENT

13.1 Fees. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

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

13.3 Invoices. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

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

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Phone: (305) 514-6727

Fax: (305) 514-6878

E-mail: payables@miamidade.gov

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

ARTICLE 14. PROTECTION OF SOFTWARE CONTENT

14.1 Proprietary Information. The Contractor acknowledges that all Software Content 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.

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

ARTICLE 15. CONFIDENTIALITY

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

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

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

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

such materials.

ARTICLE 16. WARRANTIES

16.1 Limited Warranty. Contractor represents and warrants to the County that the Software, when properly implemented for the County, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.

16.2 Limitations. Notwithstanding the warranty provisions set forth in Section 15.1 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

ARTICLE 17. INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim.

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

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

or

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

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2430
MIAMI, FL 33128**

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

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Article remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Article 7 of this Agreement. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Article 18 of this Agreement.

ARTICLE 18. DEFAULT AND TERMINATION

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

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

misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

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

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

18.3 Termination for Default. This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 15 (Confidentiality) or makes an assignment in violation of Article 20 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

18.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

18.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 19. NOTICES

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

(1) To the County Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th floor
Miami, FL 33147

Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and to the Contract Manager:

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

Attention: Dakota Thompson, CPPB
Phone: (305) 375-2356
Fax: (305) 375-5688
E-Mail: dakota@miamidade.gov

(2) To the Contractor

RouteSmart Technologies, Inc.
8850 Stanford Blvd, Suite 3250
Columbia, MD 21045

Attention: Jessica Cearfoss
Phone: 800-977-7284
Fax: 410-290-0334
E-mail: jcearfoss@routesmart.com

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

ARTICLE 20. NONASSIGNABILITY

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

ARTICLE 21. INSPECTOR GENERAL REVIEWS

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

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10)

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

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

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

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

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

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

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

ARTICLE 22. GOVERNING LAW

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

ARTICLE 23. COUNTY USER ACCESS PROGRAM (UAP)

23.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%).

All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

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

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

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

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

ARTICLE 24. VENDOR REGISTRATION AND FORMS

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)

3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)

4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)

5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)

7. **Miami-Dade County Code of Business Ethics**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**

(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**

(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)

14. **W-9 and 8109 Forms**

(as required by the Internal Revenue Service)

15. **FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If ~~Affidavit~~ exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's

Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

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

ARTICLE 25. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 26. CONFLICT OF INTEREST

The Contractor represents that:

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

identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

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

ARTICLE 27. SEVERABILITY

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

ARTICLE 28. ANNUAL APPROPRIATION

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

ARTICLE 29. FORCE MAJEURE

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

ARTICLE 30. SURVIVAL

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

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

CONTRACTOR

MIAMI-DADE COUNTY

By: C W W

By: [Signature]

Name: CHRISTOPHER W WATZ

Name: Carlos Gomez

Title: VICK PRESIDENT

Title: Mayor

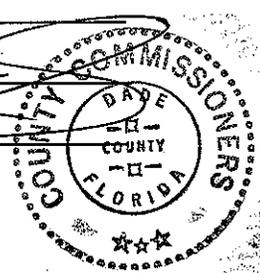
Date: 10/31/2012

Date: 11/16/12

Attest: [Signature]
Corporate Secretary

Attest: [Signature]
Clerk of the Board

Corporate Seal My Commission 3-11-15
Exp!



Approved as to form and legal sufficiency

[Signature]
Assistant County Attorney

Appendix A

Scope of Services

GARBAGE COLLECTION ROUTING SOLUTION

APPENDIX A – SCOPE OF SERVICES

The Contractor shall provide the County with Garbage Collection Routing Solution, inclusive of implementation and configuration, training, maintenance, and technical support services for the Public Works and Waste Management Department (PWWM), in accordance with the terms and conditions of this Agreement

The Contractor shall provide the following services to the County:

- Provide a solution that will create new and edit existing geographically compact, efficient and balanced routes based on user defined parameters including, vehicle capacity, minimum and maximum number of loads, houses, stops, parking depot locations and dumping locations.
- Provide a solution that will provide PWWM with routings for Residential, Recycling, Enforcement or Special Routes.
- Provide a solution that will provide PWWM with ability to optimize the routes in regard to the location of existing facilities by optimally selecting for assignment, fuel, parking depots or disposal facilities closest to each route.
- Provide a solution that will provide PWWM with the ability to analyze the street network for data problems or inconsistencies, including median, speed zones, school zones, disconnected streets, false intersections, one way streets that are miscoded, and streets that should intersect, but do not.
- Provide a solution that will calculate truck loads based on customers with average and unique quantities of material generated per customer.
- Provide a solution that will individually optimize and balance route times, while following unique variables for individual street segments:
 - Driving time
 - One-way travel restrictions
 - Street classifications
 - Single-sided versus double sided collection
 - Speed Limits by vehicle type or size regarding the ability to drive on a given street (e.g. bridges with weight restrictions, small alleys, or tight cul de sacs).
- Provide implementation, maintenance, and support services to the County;
- Provide on-site training services and ongoing access to support and training resources to the County.

A Project Initiation Meeting (PIM) will be held with Miami Dade County and RouteSmart to review operation goals and challenges, technical requirements and the types and format of data required for the project.

Project Deliverables:

- Project plan to be used to manage tasks and responsibilities to establish a routing strategy.
- Establish metrics and measurable goals
- Project schedule and milestones.
- Installation, set-up and Geocode Assistance
- Initial Training and Consulting
- Follow up training, consulting and system calibration.
- JumpStart Service
- Maintenance and Support Services

Maintenance and Support Services**Maintenance and Technical Support Services****The maintenance services includes :**

- Annual maintenance
- Solution updates and enhancements

The technical support services includes:

- Assistance in solving problems arising from the use of unmodified RouteSmart software. Primary Support program may contact Technical Support between 8:00am and 6:pm., Monday through Friday, excluding holidays.

Traditional Holiday Observance

*****Not to exceed ten (10) days per year.**

- See respective holidays (per year/dates) on website. RouteSmart Technologies, Inc. annual holidays <http://www.routesmart.com/service-support/technical-support/>
- New Year's Eve
- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Phone 800-977-7284-normal hours
- Fax 410-290-0334-after hours
- E-mail e-mailingservice@routesmart.com- after hours
- Telephone support
- Email support
- Web support

Severity Level 1-represents a problem in the operation of the software that causes the destruction of data or otherwise result in the software being totally unavailable for use of access by a customer for mission-critical business processes, with no immediately available workaround.

Severity Level 2- represents a problem in the operation of the software that causes performance issues which adversely affect the normal business operations of a customer but for which there may be a temporary workaround.

Severity Level 3- represents a problem in the operation of the software that does not have an immediate adverse impact on the business operations of a customer.

➤

APPENDIX B- PRICE SCHEDULE

APPENDIX B- PRICE SCHEDULE

Any and all garbage collection routing solution, maintenance, technical support, and professional services conducted under this Agreement shall be compensated based upon the below rates throughout the term of the Agreement including any extensions or renewals issued by the County.

A. The contracted services and program fees shall be as follows for the initial contract term:

Milestone Detail	Description	Responsible Party	Milestone Payment Percentage	Total Amount Due
Milestone #1 – payable upon delivery of final functional specification document	Phase 1: Delivery <ul style="list-style-type: none"> ➤ Functional Specifications Document: ➤ Installation, Set-Up and Geocode Assistance 	Contractor will deliver final functional specification document	15%	\$8,175
Milestone #2 – payable upon delivery Installation	Phase 2: Implementation <ul style="list-style-type: none"> ➤ Installation ➤ Testing and Acceptance ➤ Initial Training and Consulting 	Contractor will provide training and consulting services	25%	\$13,625
Milestone #3 – payable upon delivery of consultation	Phase 3: Production <ul style="list-style-type: none"> ➤ Follow up training, consulting, and system calibration. ➤ Generate initial production grade route plans. 	Contractor will deliver Solution	25%	\$13,625
Milestone #4 – payable upon final site approval and acceptance by the County	Phase 4: JumpStart Services <ul style="list-style-type: none"> ➤ Apply Concepts learned in training. ➤ Work on initial specific routing initiative ➤ Completion of software Training and Delivery of Final Site Documentation 	The County will deliver final site approval and acceptance	35%	\$19,075
Sub-total for Initial Garbage Routing Solution				\$54,500

Description	Fee
Training Services	\$14,400
Description	Annual Fee
Annual Maintenance Support Service Fees – Year 2	\$12,500
Annual Maintenance Support Service Fees – Year 3	\$12,500
Annual Maintenance Support Service Fees – Year 4	\$12,500
Annual Maintenance Support Service Fees – Year 5	\$12,500
Miscellaneous Cost including Travel Expenses	\$8,000
Total Cost for Initial Contract Term:	\$126,900

B. OPTIONAL SERVICES

(1.) Optional Years To Renew (OTR) Fee Schedule

Should the County wish to exercise the optional years for purchase of ongoing maintenance for licenses and support services procured under this Agreement, the following prices shall prevail

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
OTR 1 –Maintenance Service Fees (Years 6 through 7)		\$25,000
Maintenance Service Fees Year 6	\$12,500	
Maintenance Service Fees Year 7	\$12,500	
OTR 2 - Maintenance Service Fees (Years 8 through 9)		\$25,000
Maintenance Service Fees Year 8	\$12,500	
Maintenance Service Fees Year 9	\$12,500	

OTR 3 - Maintenance Service Fees (Years 10 through 11)		\$25,000
Maintenance Service Fees Year 10	\$12,500	
Maintenance Service Fees Year 11	\$12500	
Total for all Optional Years to Renew Maintenance Service Fees:		\$75,000

(2.) PROFESSIONAL SERVICES

The following rates are for optional professional services, requested by the County which are not part of the Scope of Services, but may become necessary during the term of the Agreement.

Position	Proposed Rate	
Software Developer	\$	Per Hour
On-call Service for Minor Updates	\$	Per Hour
On-Site Training (Per Day, beyond initial training)	\$	Per Day
Other		

***Custom work that involves a software developer or on-site work will be accessed and priced on an individual basis.*

APPENDIX C
Deliverable Acceptance Timeline

APPENDIX C - DELIVERABLE ACCEPTANCE TIMELINE

The following timeline illustrates the duration of major project phases for the project of this scope. A detailed project schedule will be developed in collaboration with the Public Works and Waste Management Department (PWWM) at the start of the project:

NOTE: *Timeline is dependent on both mutually agreed upon start date and receipt of useable data from the County. A final timeline will be presented for approval and acceptance by the County as the Contractor's first major deliverable and payment milestone of this project.*

Draft Project Timeline: Garbage Collection Routing Solution			
Phase 1: Discovery			2-8 weeks from contract finalization
<ul style="list-style-type: none"> ▸ Project Initiation Meetings (onsite) ▸ Delivery of draft project schedule (payment milestone #1) ▸ Delivery of Functional Specification of PWWM ▸ Functional Specification Document: ▸ Functional Specification document includes: <ul style="list-style-type: none"> • Technical Implementation Plan • Installation, Set Up and Geocode Assistance 			
Phase 2: Initial Training and Consulting			2-4 weeks from Phase 1
<ul style="list-style-type: none"> ▸ Contractor will provide initial training workshop and consulting services ▸ (payment milestone #2) 			
Phase 3: Production			2-6 weeks from Phase 2
<ul style="list-style-type: none"> ▸ Programming and Production ▸ Follow up training workshop, consulting and system calibration ▸ Generate initial Production grade route plans ▸ (payment milestone #3) 			
Phase 4: Deployment			2-4 weeks from Phase 3
<ul style="list-style-type: none"> ▸ Jump Start Services <p>Delivery of Final Site Files and Documentation</p> <ul style="list-style-type: none"> ▸ ▸ Final site approval and acceptance (payment milestone #4) 			
TOTAL PROJECT DURATION:			10 -24 Weeks

APPENDIX D DELIVERABLE ACCEPTANCE FORM

DELIVERABLE ACCEPTANCE FORM

**RouteSmart Software Acceptance Criteria
Miami-Dade County, FL**

This document will serve as a guideline for acceptance testing for Miami-Dade County, FL with respect to the delivery of the RouteSmart Route Optimization System and implementation services. The criteria listed below are mutually agreeable and serve as record of a successful RouteSmart Route Optimization System implementation. Acceptance criteria will be evaluated by Miami-Dade County, FL staff within 15 days after the completion of JumpStart Services.

- _____ Completion of Project Implementation Meeting (PIM)
- _____ Completion of initial training workshop
- _____ Completion of follow-up training workshop
- _____ County's acceptance that software is functioning per documentation and training
- _____ Completion of JumpStart Service

On behalf of:
RouteSmart Technologies, Inc.

On behalf of:
Miami-Dade County

X _____
Chris Walz
Vice President
Date: _____

X _____
Name: _____
Title: _____
Date: _____

RouteSmart Technologies, Inc.
8850 Stanford Blvd, Suite 3250
Columbia, MD 21045

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147

Phone: (800) 977-7284
Fax: (410) 290-0334

Phone: _____
Fax: _____

DELIVERABLE ACCEPTANCE FORM

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Miami-Dade County, FL**

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- _____ Completion of follow-up training workshop
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- _____ Completion of JumpStart Service

On behalf of:
RouteSmart Technologies, Inc.

On behalf of:
Miami-Dade County

X _____
Chris Walz
Vice President
Date: _____

X _____
Name: _____
Title: _____
Date: _____

RouteSmart Technologies, Inc.
8850 Stanford Blvd, Suite 3250
Columbia, MD 21045

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147

Phone: (800) 977-7284
Fax: (410) 290-0334

Phone: _____
Fax: _____

APPENDIX E
Service Level Agreement

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA") between *RouteSmart Technologies, Inc.* and *Miami-Dade County, FL*, for the provisioning of technical support services required to support and sustain the *RouteSmart for ArcGIS®* application.

This SLA remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all technical support services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this SLA is to ensure that the proper elements and commitments are in place to provide consistent technical service support and delivery to the Client by the Service Provider.

The **goal** of this SLA is to obtain mutual agreement for technical support service provision between the Service Provider and Client.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the client.
- Match perceptions of expected service provision with actual service support and delivery.

3. Stakeholders

The following Service Provider and Client will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Technical Support Service Provider(s): *RouteSmart Technologies, Inc.* ("Provider")

Technical Support Client: *Miami-Dade County, FL* ("Client").

4.1. Service Scope

The following Services are covered by this SLA:

- Staffed telephone support (800.977.7284, option 2)
- Monitored email support (service@routesmart.com)
- Monitored self-service support (My RouteSmart - <http://www.routesmart.com/myroutesmartlogin.aspx>)
 - Log a case
 - Update a case
 - Search knowledge base
- Remote assistance using WebEx and/or Remote Desktop and a Virtual Private Network where available
- Planned or emergency onsite assistance (extra costs apply)
- Product update and upgrade assistance as necessary

4.2. Client Requirements

Client responsibilities and/or requirements in support of this SLA include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of Client representative(s) when resolving a service-related incident or request.

4.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this SLA include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Client for all scheduled maintenance.

4.4. Service Assumptions

Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.1. Service Availability

Coverage parameters specific to the service(s) covered in this SLA are as follows:

- Telephone support: 8:00 AM to 6:00 PM EST, Monday through Friday, excluding posted holidays
- Email support: Monitored 8:00 AM to 6:00 PM, Monday through Friday
- Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day

5.2. Service Requests

The client can report cases by phone, email or web. Phone and email support is provided from 8:00am to 6:00pm, Monday through Friday. The client will have 24/7 access to our self-service portal, My RouteSmart (<http://www.routesmart.com/service-support/technical-support/my-routesmart->). Through My RouteSmart, the client can log, view, edit, or update support cases, as well as view our entire and growing knowledge base. Any cases entered by the client will be handled according to the following priority designations:

Case Origin	<i>Response Times (in hours)</i>		
	<i>High Priority</i>	<i>Medium Priority</i>	<i>Low Priority</i>
Phone	2	6	24
My RouteSmart	2	6	24
Email	24	24	24

Response times assume Service Provider's business days and work hours of 8:00 AM to 6:00 PM, Eastern time. Therefore, if a case of medium priority is logged at 4:00 PM, Service Provider should respond to Client by no later than 12:00 PM the following business day. Low-priority, email, and self-service cases should be responded to within 24 hours, so that if a service request is logged at 4:00 PM, Service Provider should respond by no later than 4:00 PM the next business day.

5.2.1. Definition of Priorities

The priority of the service request dictates response time and update frequency guidelines. The Client may determine and communicate the initial priority of the service request. If the Client's determination differs from the conditions described below, the priority specified by the Client will be honored but may be subject to review and discussion by either the Client or the Service Provider. The initial priority assessment may be changed only with mutual agreement between the Client and the Service Provider.

High-priority requests involve mission-critical applications, such as nightly automated routing, and for which there is no workaround available.

Medium-priority requests are the default priority level and cover the majority of error messages and other issues that result from the application(s) not performing as expected.

Low-priority requests are procedural, "curiosity" questions, such as how to perform a specific function, or basic, quick advice on how to solve a problem. Productivity is not hindered, and a solution already exists.

Enhancement requests are also considered low-priority requests.

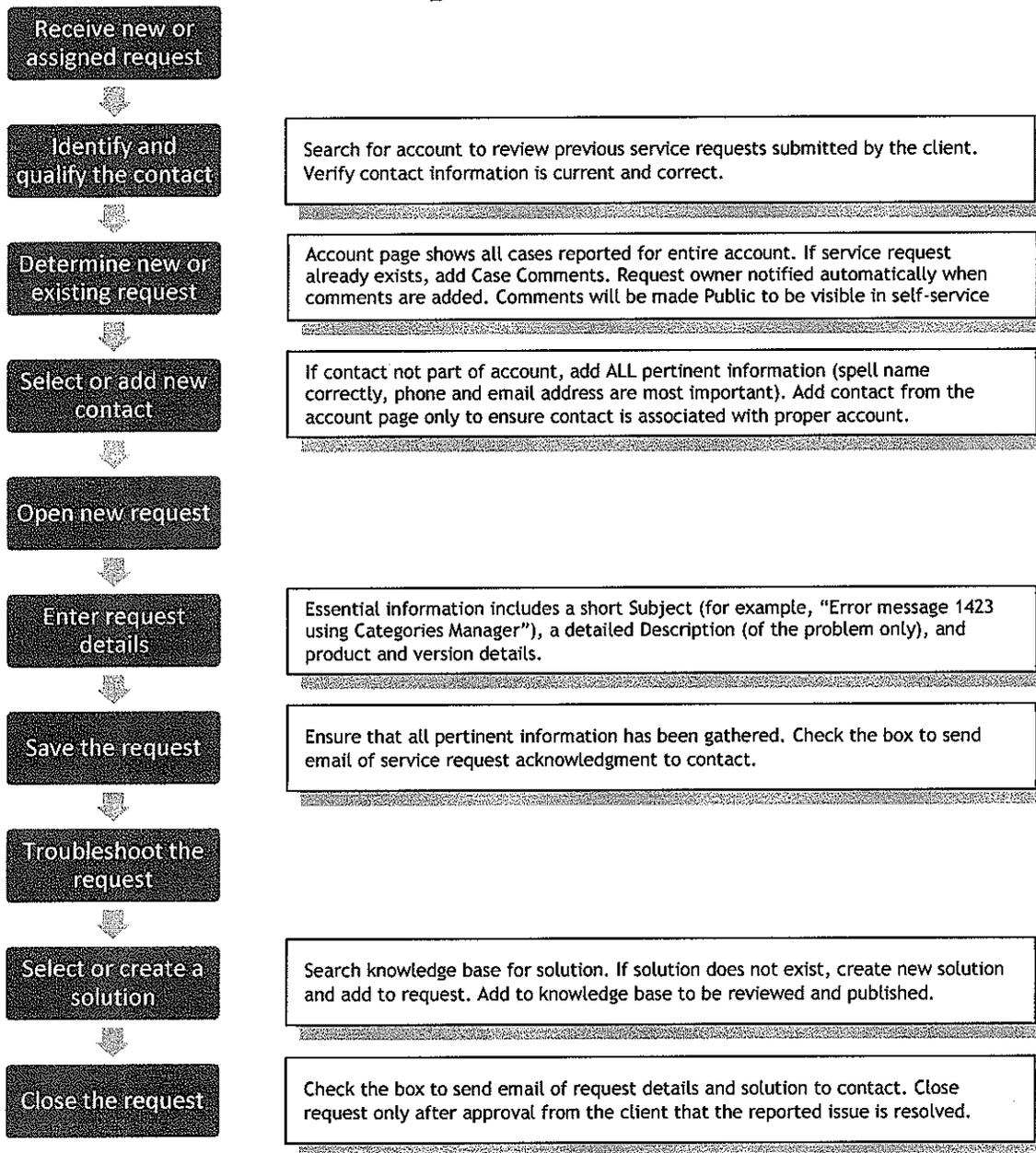
Issues occurring outside our standard business hours should be reported through My RouteSmart. Any of these cases designated as Low or Medium priority will be handled according to response time targets listed in the chart above. If any of these cases are designated as High priority by the client, the following escalation rules will take effect:

- High-priority cases submitted prior to 8:00 am or after 6:00 pm will generate an immediate email notification to the client services team, including the TSM and DCS, and will be moved to the top of the support queue to be addressed at the first opportunity by the services team.
- Additions to Case Comments on high-priority service requests will generate an immediate email notification to the client services team, including the TSM and DCS.
- High-priority cases open for more than 24 hours will generate an email notification to the TSM and DCS.
- High-priority cases open for more than 72 hours will generate an email notification to the TSM and DCS.
- High-priority cases open for more than 120 hours will generate an email notification to the EVP, VP, and DCS.
- High-priority cases open for more than 24 hours with no modification to the record will generate an email notification to the DCS for follow-up with the case owner.
- Medium-priority cases open for more than 72 hours with no modification to the record will generate an email notification to the DCS for follow-up with the case owner.
- All open medium- and low-priority cases will be reviewed in a weekly report to the DCS.

5.2.2. Service Request Process

Once a service request has been assigned to a technical support representative, the Service Provider will follow the basic process flow described below (assumes resolution):

Service Request Standard Process Flow



5.2.3. Service Request Resolution Times

The Service Provider’s goal is to resolve requests as quickly as possible. On occasion, however, service requests are often more involved and require additional investigation. The following guidelines will therefore be followed for resolution:
 After **1 hour** of active work on a request, if no known resolution exists, the request will be escalated to an appropriate Service Provider resource.

The Status field in the Service Provider’s call-tracking system will be updated to indicate the appropriate status.

The Case Comments field will be used to indicate any ongoing work related to the request, such as calls or emails to the Client, steps taken, and so on.

If requests remain open, the table below indicates the expected frequency of action (updating the service request) and client communication.

	<i>Frequency of Action</i>		
<i>Action</i>	<i>High Priority</i>	<i>Medium Priority</i>	<i>Low Priority</i>
<i>Request Update</i>	Every day	Every 3 days	Every week
Client Contact	Every day	Every 3 days	Every week

Service Requests will be updated in Service Provider's call-tracking system within regular intervals to ensure visibility on Client service requests. Client contact may be by phone or email. With My RouteSmart, Clients will also be able to monitor ongoing efforts related to their service request(s) at any time.