



TRIHEDRAL SOFTWARE LICENSE, MAINTENANCE SUPPORT AND PROFESSIONAL SERVICES

THIS SOFTWARE LICENSE, 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 TRIHEDRAL INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 7380 SAND LAKE ROAD, SUITE 160, ORLANDO, FLORIDA 32809 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

A. County is the owner of, and has acquired rights to the Contractor's Trihedral System Software and Documentation.

B. Contractor shall provide the County with the required software maintenance support, training, and professional services for the Contractor's System Software licensed to the County in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

- 1.1 "Documentation" shall mean all manuals, user documentation, and other related materials whether in physical or electronic form pertaining to the System Software, or to VTScada, as the context may require.
- 1.2 "Maintenance Services" shall mean the Support Services, product updates and product upgrades required for the County to achieve optimal performance of the System Software and VTScada.
- 1.3 "Support Services" shall mean the process to attempt to resolve reported incidents through error correction, patches, hot fixes, workarounds, replacement deliveries or any other type of Software corrections or modifications required to fully utilize the System Software and VTScada capabilities obtained through via the methods outlined in Appendix A, "Scope of Services".
- 1.4 "System Software" shall mean the software comprising the Miami-Dade County Water and Sewer Department Application Configuration developed and delivered by Contractor hereunder in accordance with the specifications outlined in Appendix A, "Scope of Services," including Enhancements thereto, using VTS Software.
- 1.5 "Upgrade" shall mean the software license expansion and engineering services required to upgrade and expand the existing Trihedral VTS software and Miami-Dade Water and Sewer Department configuration application software as outlined in Appendix A, "Scope of Services."
- 1.6 "VTScada " shall mean those modules of the VTScada generic product software developed and marketed by Trihedral which are licensed pursuant to this Agreement, including the codes, instructions and manuals for VTScada, the Object Code, the Source Code and all derivative works of VTScada, and unless otherwise provided, includes VTS Software.



- 1.7 "VTS Software" shall mean those modules of supervisory control and data acquisition generic product software developed and marketed by Trihedral under the trademark, VTS, including the codes, instructions and manuals for VTS, the Object Code, the Source Code and all derivative works of VTS.
- 1.8 "Source Code" shall mean the computer language program pertaining to software expressed in human-readable form which follows the rules of construction for a specific programming language.
- 1.9 "Object Code" shall mean the computer language program pertaining software expressed in machine-readable form which is generated from the associated Source Code.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendix A "Scope of Services," 3) Appendix B "Payment Schedule," 4) Appendix C "Implementation Timeline," 5) Appendix D "Acceptance Criteria," 6) Attachment 1, "VTS Software License Agreement," and 7) any associated addenda and attachments, incorporated herein by reference.

ARTICLE 3. AGREEMENT TERM

3.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later, and shall be for the duration of eight (8) years. The County, at its sole discretion, reserves the right to exercise the options-to-renew for this Agreement for the period of two (2) additional three (3) year terms, for a cumulative total of fourteen (14) years.

3.2 Extension. The County reserves the right to unilaterally extend this Agreement for up to 180 calendar days beyond the current Agreement period or beyond any of the renewals.

3.3 Notification. The County will notify the Contractor in writing of the extension or option to renew. 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.

ARTICLE 4. GRANT OF LICENSE

4.1 Upon Final Acceptance of the Deliverables by the County, Contractor hereby grants to the County a perpetual, non-exclusive, worldwide license for the use of the VTScada Software licenses without royalty additional to the consideration pursuant to this Agreement.

4.2 Upon Final Acceptance of the Deliverables by the County, Contractor grants to the County a perpetual, worldwide indefeasible license to use the System software without royalty additional to the consideration pursuant to this Agreement..

ARTICLE 5. MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide the County with Maintenance and Support Services in the manner outlined in Appendix A, "Scope of Services."

ARTICLE 6. FEES AND PAYMENT

6.1 Fees. Prices shall remain firm and fixed for the term of the Contract except as otherwise stated in Appendix B "Payment 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.

6.2 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.

6.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement 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 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 shall be forty-five 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 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. In the event of any difference concerning the payment obligations between the parties, the County, by the County Manager, shall deliver a clear statement of its position on all matters at issue not later than sixty (60) days after the date on which the subject invoice was received by the County.

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

Miami-Dade Water and Sewer Department
4801 S.W. 117th Avenue
Miami, FL 33175

Attention: Franklin Adams
Phone: 786-268-5946
E-mail: fcada01@miamidade.gov

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

ARTICLE 7. CONFIDENTIALITY

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

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

7.3 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.

7.4 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.

7.5 Survival. Licensee's obligations under this Article 7 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 8. PROTECTION OF SOFTWARE

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

8.2 Proprietary Rights of the County. 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.

8.3 Proprietary Rights of the Contractor. The County hereby acknowledges and agrees that the Contractor retains all rights, including intellectual property rights, title and interest in and to the System Software and associated Source Code and/or Object Code.

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

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification. Contractor will indemnify the County and its officers, employees, agents and instrumentalities against any costs, expenses or damages awarded against the County in any claims or actions by third parties for (i) violation, infringement or misappropriation of any copyright, trade secrets or know-how with respect to System Software or use of the System Software, or with respect to the performance of services hereunder, and (ii) acts or omissions of Contractor including its subcontractors, in connection with services hereunder caused by Contractor or its employees, agents, servants, partners, principals or subcontractors. The County shall promptly give notice in writing to Contractor, of any such claim and shall cooperate with Contractor in the investigation and defense of such claim as reasonably requested by Contractor.

9.2 Substitutes. In the event that System Software (excluding County Content) is, or in the opinion of Contractor is likely to become, subject to a claim or action referred to in Article 9.1 above, Contractor shall, at its option:

- a) at the expense of the Contractor, procure the right for County to continue use of the System Software in accordance with this Agreement; or,
- b) at the expense of the Contractor, replace or modify the System Software so that its use by County in accordance with this Agreement will be non-infringing, provided that the same function is performed by the replacement or modified Work Product.

9.3 Third Party Claims. Subject to the restrictions and limitations of Florida Statute 768.28, the County will indemnify Contractor against any costs, expenses or damages finally awarded against Contractor in any claims or actions by third parties for acts or omissions of the County resulting in any death, injury to person or damage to tangible property in connection with the County's obligations hereunder, caused by the County.

9.4 Trihedral VTS Licenses. Any indemnification for existing and future VTS Software is as specified in Attachment 1, "VTS Scada License agreement".



9.5 The Contractor shall furnish to the Vendor Assistance Section, Internal Services Department, Procurement Management Services 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 Provider as required by Section 440 of the Florida Statutes.
- B. Commercial General 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.

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, 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: MIAMI 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 1300
MIAMI, FL 33128**

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

ARTICLE 10. DEFAULT AND TERMINATION

10.1 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.

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

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

10.3 Termination for Default. This Agreement may be terminated by the non-defaulting 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 7 (Confidentiality) or makes an assignment in violation of Article 12 (Non-assignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

10.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. Termination for convenience shall be effective on the date specified in the 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.

10.5 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 11. 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 Water and Sewer Department
4801 S.W. 117th Avenue
Miami, FL 33175

Attention: Franklin Adams
Phone: 786-268-5946
E-mail: fcada01@miamidade.gov

and to the Agreement Manager:

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



Attention: Kimberly Craig, Procurement Contracting Officer 1
Phone: (305) 375-1443
E-Mail: kcraig@miamidade.gov

(2) To the Contractor

Trihedral Inc.
7380 Sand Lake Road, Suite 160
Orlando, FL 32809

Attention: Barry Baker, President
Phone: (902) 832-6161
E-mail: bbaker@trihedral.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 12. NONASSIGNABILITY

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

ARTICLE 13. 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 14. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement whether in Agreement, statute, tort (such as negligence), or otherwise, excluding those matters pertaining to Attachment 1, "VTScada Software License Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, with the venue in Miami-Dade County.

ARTICLE 15. COUNTY USER ACCESS PROGRAM (UAP)

15.1 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.



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

ARTICLE 16. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

16.1 Vendor Registration. The Contractor shall be a registered vendor with the County – Internal Services Department, Division 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 no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

Affidavit

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

16.2 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 17. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 18. 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, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 19. 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 20. 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 21. 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 22. WARRANTIES

22.1 Ownership. The Contractor represents that it has the sole right to grant licenses to the County for the System Software that is the subject of this Agreement, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

22.2 Limited Warranty. Contractor represents and warrants to the County that the System Software, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such System Software for a period of 12 months from the date of acceptance.

22.3 Modifications and/or Upgrades. Contractor represents and warrants that the System Software and all Contractor supplied modifications and/or upgrades will perform in accordance with this Agreement, all specifications, and Contractor's then current Documentation.

22.4 Limitations. Notwithstanding the warranty provisions set forth in Sections 22.2 and 22.3 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the System 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 System Software which are the result of accident, abuse, misapplication, power surge or the failure of any County hardware.

ARTICLE 23. REVIEWING DELIVERABLES

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

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

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

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

Furthermore:

- a) For each Deliverable made hereunder, the County shall have ten (10) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County, within five (5) business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:



- Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 24. SOFTWARE INSTALLATION/IMPLEMENTATION SERVICES

Contractor agrees to install the System Software as set forth in Appendix A "Scope of Services." Contractor agrees to commence installation of the System Software upon the Notice to Proceed issued by the authorized County Project Manager. All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with Appendix C "Implementation Timeline," so that such System Software is in good working order and ready for use by the "Go-Live" week set forth in Appendix C.

- a. Contractor agrees to do all things necessary for proper installation and to perform its implementation service 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 at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary for proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
- b. Unless otherwise agreed to by the County, Contractor agrees, as part of the installation process, to perform implementation services including but not limited to the following: (a) receipt and inventorying of materials; (b) loading all associated Software; (c) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System if applicable; and (e) any additional services necessary to ensure Contractor's compliance with this Article 24.

ARTICLE 25: TESTS

The purpose of these tests is to demonstrate the complete operability of the System Software in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. 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.

- a. Each deliverable provided to the County and installed for the System Software will be subject to several tests, including System Acceptance testing as further defined in Appendix D "Acceptance Criteria". In order to assure System performance, the County will require a sequence of tests in accordance with Appendix D that shall be conducted at no additional cost the County.



- b. Failure of the Software to satisfy the criteria of the by the timeframe set forth in the Implementation Schedule mutually agreed to by both parties may result in withheld payments as outlined within Appendix B " Payment Schedule".

ARTICLE 26. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") 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/or 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 ("Services").

ARTICLE 27. STATEMENT OF WORK

Prior to the commencement Services as defined in Article 26, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. After the SOW has been accepted, a detailed requirements and 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.

ARTICLE 28. SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are required to enter the restricted areas of WASD frequently. These ID cards are required for access and are issued by the WASD for a fixed fee per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the Security Section of WASD at (786) 552-7811 or (786) 552-8585.

In order to use WASD's sensitive infrastructure and data, the Contractor agrees to provide necessary information about each of its employees, subcontractors, and agents working on this project for the purpose of a background search and clearance by the County.

ARTICLE 29. 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.

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

Contractor

Miami-Dade County

By: [Signature]

By: [Signature]

Name: Barry Baker

Name: Carlos A. Gimenez

Title: President

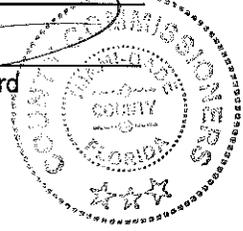
Title: Mayor

Date: Oct. 14 / 2014

Date: 11/6/14

Attest: [Signature]
Corporate Secretary/Notary

Attest: [Signature]
Clerk of the Board



*Notary Public in and for
the Province of Nova Scotia*
Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney



APPENDIX A

Scope of Services



APPENDIX A Scope of Services

A. SCOPE DEFINITION:

This Agreement provides for software and engineering services to upgrade the existing Miami Springs VTS license from a 10,000 tag system to a 500,000 tag system, the expansion to a 20 Pack of VTScada Internet Clients (for a total of 20 Internet Clients), ODBC Server, OPC Server and Application Version Control for development licenses using the latest released version of VTScada.

In addition, the Agreement provides for engineering services to expand the existing VTS-based system to include all tags from the existing OpenEnterprise Lift Station and South District Wastewater Plant systems. Currently, the Lift Station application contains 90,106 tags and the South District Plant contains 17,545 tags.

The software of such upgraded system, exclusive of the VTScada Software, shall be referred to as the Miami-Dade County Water and Sewer Department Application Configuration (WASD Application Configuration)

The WASD Application Configuration, running on VTScada shall connect to the existing Open Enterprise using either an OPC client or the ODBC SQL SWORD Driver for the provision of a seamless, user-friendly interface, and access to real-time and historical data.

The standard Slippy Map features in VTScada shall be used. Each site shall be represented by a pin on a map, and when clicked on, will open an automatically generated page listing the tags associated with the site and their statuses.

Two days of training shall be provided to Miami-Dade Water and Sewer Department (WASD) personnel responsible for the administration of the WASD Application Configuration and VTScada. The training must cover reports, historical data, alarms and the alarm dialer, and security at a minimum. An Administrator's Guide shall be provided in PDF file format.

Standard and Emergency 24/7 Maintenance and Support Services shall also be provided.

B. REQUIREMENTS AND SERVICES TO BE PROVIDED:

1. The Contractor shall provide the County with the following license upgrades for the Trihedral VTScada Software:

- a) Installation of Qty (2) 500K tag upgrades to existing Miami Springs VTScada Runtime licenses. One server will act as the primary system, and the second will be configured as a redundant backup. Should the primary server fail, the backup server shall automatically take over all functions of the primary server. These licenses shall include Security Manager to generate individual accounts with usernames and passwords for all County employees requiring access to the System Software and generate email notifications for critical alarms to predetermined email addresses.
- b) Installation of upgrade to enable 500K tag (20) concurrent VTScada Internet Client licenses. These clients shall have the ability to connect and view the System Software.
- c) Installation of Qty (1) 500K tag upgrade to existing VTScada Development license including Alarm Dialer, Version Control, ODBC and OPC server options. This license shall have the ability to tag and create graphic screen additions and modifications, generate email notifications for critical alarms to predetermined email addresses.



2. The Contractor shall provide the County with customization to the WASD Application Configuration in the following manner:

- a) Provide engineering services to expand the existing configuration application to include all tags from the existing OpenEnterprise Lift Station and South District Wastewater Plant systems.
- b) Design, configure and test network connectivity to allow the VTScada servers to connect to the existing OpenEnterprise system to collect real-time data, using either an OPC client or the ODBC SQL SWORD Driver.
- c) Configure the existing configuration application to utilize the standard Slippy Map features of VTScada. Each site shall be represented by a pin on a map, and when clicked on, shall open an automatically generated page listing the tags associated with the site and their statuses. The displays will be in list form only.

3. The Contractor shall provide the County with installation and verification to the System Software in the following manner:

- a) Provide Installation and commissioning of the WASD Configuration Application and VTScada on the Miami Dade WASD servers.
- b) Provide two days of verification tests by sampling a representative portion of the I/O created from the OpenEnterprise system.

4. Contractor shall provide the County with the following Training Services:

- a) Provide two-days of on-site WASD Configuration Application and VTScada Administration-Level training on reports, historical data, alarms, alarm dialer, and security.
- b) Provide an Administrators Guide on WASD Configuration Application and VTScada in a PDF file format.

5. Contractor shall provide the County with the following Maintenance and Support Services:

The Contractor shall provide the County with upgrades, updates, patches, or enhancements that may be released for the VTScada during the contract period at no additional charge to the County.

Telephone Support. For the term of this Agreement, Contractor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification, 7x24hrs.
- b) Level B: Response within twenty-four hours or less (Monday through Friday, 8:00am to 4:00pm EST)
- c) Level C: Response within the next working day of Contractor (Monday through Friday, 8:00am to 4:00pm EST)

Email Support. For the term of this Agreement, Contractor shall provide support via email. The error and priority levels set forth above and the response times indicated therein are applicable.



C. COUNTY RESPONSIBILITIES:

The Miami-Dade County Water and Sewer Department shall perform the following services as part of the project:

1. Provide the OpenEnterprise tag databases in Excel or CSV format.
2. Provide access to WASD system workstations and servers.
3. Provide necessary system information (OpenEnterprise software configuration, tag scaling, alarm setpoints, user accounts, etc) to enable the proper conversion of the OpenEnterprise tags and VTScada application development.
4. Provide the necessary network connectivity to allow the VTScada servers to connect to the OpenEnterprise systems to collect real-time tag data.
5. Provide a means to remotely access (via VPN or similar technology) WASD assets required for testing and installation.
6. Perform all required customer side testing of the I/O monitored by the System software beyond that tested during the two days of verification.
7. Complete all testing inclusive of User Acceptance Testing and Final Acceptance.
8. Update all internal documentation as needed.

D. CLARIFICATIONS:

The following items are not included in the scope of the project provided by Contractor:

1. Any computer hardware.
2. Reprogramming of control equipment.
3. Custom graphical screens.
4. Verification of all I/O elements. The Deliverables section details two days of verification in order to test a representative portion of the I/O from the OpenEnterprise system.

E. DELIVERABLES:

The major deliverables include the following:

1. Software required:
 - o One (1) VTScada 500K Full Development license upgrade for the existing Miami Springs development workstation.
 - o Two (2) VTScada 500K Runtime license upgrade for the existing Miami Springs VTScada servers.
 - o One (1) VTScada 500K Internet Client 20-pack upgrade.
 - o One (1) VTScada 500K Alarm Dialer upgrade.
 - o One (1) VTScada 500K Version Control upgrade.
 - o One (1) VTScada 500K ODBC Driver upgrade.
 - o One (1) VTScada 500K OPC Server upgrade.
 - o 1st year Support Plus for all software licenses.
2. OpenEnterprise tag conversion to VTScada format of the Lift Station and South District Plant systems.
3. Enhancements to the WASD application configuration and VTS application software.
4. Installation and commissioning of the enhanced WASD Configuration Application and VTScada on WASD servers.



5. Assistance to the County for on-site testing of the WASD Configuration Application and VTScada using real world data to the extent provided under D(4) of this Appendix.
6. Creation of the WASD Configuration Application and VTScada documentation in electronic format (PDF file).
7. Two (2) days on-site training for County WASD staff responsible for application maintenance.
8. Standard and Emergency 24/7 Maintenance and Support Services (Year 1 only).



APPENDIX B
Payment Schedule



APPENDIX B
Payment Schedule

A. INITIAL TERM FEE SCHEDULE

Table with 3 columns: Description, Milestone Percentage, Total Amount Due. Rows include OpenEnterprise Tag conversion, VTScada Application Configuration, Installation/Commissioning Phase, Completion of Training, User Acceptance Testing, System Final Acceptance, Subtotal, Maintenance and Support Services (Years 2-8), and Extended Total for the Initial Term: \$244,757.54.



Expansion of VTScada Licenses - Component Prices and Credits Detail

Part #	Description	Qty	Unit Price	Price
VTScada-500K-DEV	VTScada 500K Development License Upgrade With Discount	1	\$9,876.00	\$9,876.00
VTScada-500K-RUN	VTScada 500K Run Time License Upgrade With Discount	2	\$4,938.00	\$9,876.00
VTScada-10K-VIC(Initial)	VTScada 500K Initial Internet Client Trade in on Current Value	1	-\$3,997.50	-\$3,997.50
VTScada-10K-VIC(Additional)	VTScada 500K Additional Internet Clients Trade in on Current Value	9	-\$2,245.00	-\$20,205.00
VTScada-500K-VIC(20-Pack)	VTScada 500K Internet Client 20 Pack New	1	\$68,093.00	\$68,093.00
VTScada-500K-Dialer/WAP	VTScada 500K Dialer Upgrade With Discount	1	\$1,072.00	\$1,072.00
VTScada-500K-AVC	VTScada 500K Application Version Control New (No Charge)	1	\$3,574.00	\$0.00
VTScada-500K-ODBC	VTScada 500K ODBC Server New (No Charge)	1	\$3,749.00	\$0.00
VTScada-500K-OPC	VTScada 500K OPC Server New (No Charge)	1	\$4,470.00	\$0.00
Total				\$64,714.50

B. OPTIONAL-YEARS-TO-RENEW (OTR) FEE SCHEDULE

OTR 1	
Year 9 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Year 10 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Year 11 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Extended Total for OTR 1:	\$63,721.80
OTR 2	
Year 12 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Year 13 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Year 14 Standard and Emergency 24/7 Maintenance and Support Services	\$21,240.60
Extended Total for OTR 2:	\$63,721.80

C. PROFESSIONAL SERVICES

During the term of the resultant contract, at the County may elect to purchase Professional Services on a time and materials basis. All Professional Services outside of the Scope of Services shall be in accordance with Article 26 and 27 and billed at the Contractor's engineering rate as published from time to time plus reimbursable expenses at cost. The County reserves the right to negotiate any work orders issued.



APPENDIX C
Implementation Timeline



APPENDIX C Implementation Timeline

The table below shows the expected major schedule milestones scheduled from the project start date. The scheduled project start date will be determined following receipt of a formal purchase order for work upon execution of the Agreement.

Task	Completion Date
Internal System Design Documents/Engineering Plans Acceptance by WASD	Week 1
OpenEnterprise Tag conversion	Week 5
VTScada Application Configuration (Tag database, display screens)	Week 7
Initial System Application Testing	Week 8
Creation of the enhanced VTScada application documentation in electronic format	Week 9
Installation/Commissioning Phase	Week 10
Two (2) day On-site Training	Week 12
User Acceptance Testing/System "Go-Live"	Week 12
Final System Acceptance by County	Week 13
Year 1 Warranty, Standard and Emergency 24/7 Maintenance and Support Services, Commences	Week 13



APPENDIX D
Acceptance Criteria



APPENDIX D Acceptance Criteria

DELIVERABLE ACCEPTANCE PROCEDURES

The parties intend for the WASD Configuration Application and VTScada (System) to be brought into Production Mode, as defined below, as each of the functional components of the System are deployed as set forth in Appendix A "Scope of Services" and Appendix C "Implementation Timeline". Each functional component will be subjected to its own testing, and Final Acceptance will be deemed to have occurred for that component upon the component (i) satisfying the Final Acceptance Criteria (which will be agreed to by the parties), and (ii) module being used in Production Mode.

Contractor will notify County in writing (via email) when the Deliverables for a functional component of the System are ready for acceptance testing. County will commence testing on such Deliverables within three (3) County Work Days of being notified by Contractor, provided County has been given access to such Deliverables. County will have up to five (5) days, in its own discretion, to conduct its first round of acceptance tests and will use reasonable measures to determine whether the Deliverables are in conformance with the Final Acceptance Criteria for the applicable functional component, and will notify Contractor in writing as to any deficiency, in list form (to be incorporated by mutual agreement into a punch list during the System acceptance periods). Contractor will promptly commence work on resolving such punch list issues and will, as necessary, redeliver such Deliverables for further testing, which County will commence within two (2) days of receiving Contractor's notice that the Deliverables are ready for such further testing. The parties shall agree, upon such redelivery, as to the time County requires to complete the additional acceptance testing. The process will be repeated until either the functional component has substantially conformed to the Final Acceptance Criteria or County decides to accept the functional component as-is and the functional component is put into Production Mode.

The above process will be repeated for each functional component delivered hereunder provided that functional components may be tested in tandem.

Final Acceptance of the System will be deemed to have occurred on the Deliverables meeting the Final Acceptance Criteria (which the parties will mutually agree to and develop from the functional and technical requirements as set forth in the contract documents, provided that the parties recognize that the development of the Design Documents may result in the parties clarifying such requirements). Such Final Acceptance shall be evidenced by (i) a written acknowledgement by the County Project Manager (which acknowledgement shall not be arbitrarily or unreasonably withheld) that the System meets all such functional and technical requirements or (ii) County's use of the System in a Production Mode. "Production Mode" means any use by the County of the System or any of its modules to process any day-to-day business activity on behalf of the County.



DELIVERABLE ACCEPTANCE FORM
USER ACCEPTANCE TEST

TRIHEDRAL SOFTWARE LICENSE, MAINTENANCE SUPPORT AND PROFESSIONAL SERVICES

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

DELIVERABLE NAME: USER ACCEPTANCE TEST (UAT)

Deliverable Description: During the User Acceptance Test period, the Contractor and the County collectively will check, verify, and adjust the Trihedral System Software as needed to meet the Scope of Services listed in 9353-2/25 and the attached UAT report. During the User Acceptance Test period, the Contractor is required to:

- Verify and update the test scenarios
• Ensure configurations are working properly
• Train County personnel on the operation of the Trihedral System Software and associated components
• Conduct final functionality control tests, additions/modifications, and software integration
• Verify the normal operation of the System Software and ensure compatibility of peripheral and system applications (if applicable)
• Resolve user problems and/or deficiencies identified by the County
• Correct and manage errors
• Update the System Software documentation

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature Name Date

Accepted By:

Signature Name Date

DELIVERABLE ACCEPTANCE FORM



FINAL SYSTEM ACCEPTANCE

TRIHEDRAL SOFTWARE LICENSE, MAINTENANCE SUPPORT AND PROFESSIONAL SERVICES

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by the County and the Contractor. This document constitutes full acknowledgment by the County of acceptance and delivery of the deliverable detailed below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal Change Request Form be submitted.

The Warranty Period on this deliverable starts on: _____ and is valid for a twelve month period.

DELIVERABLE NAME: FINAL SYSTEM ACCEPTANCE

Deliverable Description: The delivered system meets the business requirements of the County as detailed in the Final System Acceptance Report. The Contractor has successfully completed the required System setup, and integration for the System Software satisfies the criteria as specified in the scope of services for L9353-2/25.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature	Name	Date

Accepted By:

Signature	Name	Date



ATTACHMENT 1

VTSkada Software License Agreement

**ATTACHMENT 1****VTScada Software License Agreement**

Any use of or reliance upon this computer software by the County (Customer) or any other party is strictly subject to the following VTScada Software License Agreement which contains terms which limit the liability of the Manufacturer.

This computer software is available to the customer and other parties solely by virtue of this Customer License agreement and is not sold. Ownership of the software remains with the Manufacturer at all times.

In consideration of the development and availability for use of this software, including any updates or amendments thereof, use of or reliance on this software shall be subject to the following terms and conditions.

1. THE VTScada SOFTWARE ("the Software") IS LICENSED PURSUANT TO THIS VTS SOFTWARE LICENSE AGREEMENT ("this License Agreement") EXPRESSLY WITHOUT WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall the Manufacturer have any liability to the Customer or any third party arising from the failure of the Software to meet any standard of performance or to be fit for any particular purpose.
2. The Customer, or any other persons using or relying upon this Software agrees that the Customer or other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on a single central processing unit at any one time and the Customer or other party further agrees that he will not permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause. Any backup Customer copies of the Software made by the Customer or any other party pursuant to this clause shall include the complete copyright notice prominently displayed on every such backup copy.
3. In the event that the master copy of the Software should prove defective by reason of materials or the copying process of such master copy within a period of one (1) year from the date of licensing, the Manufacturer will replace upon return of the master copy by the Customer and without cost to the Customer such master copy, provided that replacement under such circumstances shall be the sole liability of the Manufacturer. In no event shall replacement be made if the damage or non-operability of the master copy of the Software, in the opinion of the Manufacturer, is the result of an attempt to copy, decompile or list in other than machine readable form the Software.
4. In no event shall the Manufacturer have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in accordance with the terms of clause 3.
5. The Customer and any other party using or relying upon the Software agrees that the Customer will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the application of the Software and the review of the results of the use of the software to avoid loss, injury or damage.
6. The Customer and any other party using or relying upon the Software agrees to indemnify and save harmless the Manufacturer from all claims, actions and suits for loss, injury or damages suffered by third parties as a result of the use of the Software.
7. The Customer will forthwith give notice in writing to the Manufacturer of any claim by a third party arising from alleged infringement of copyright or other property right with respect to the Software or the use of the Software and will cooperate with the Manufacturer in the investigation and defense of such claim.
8. With respect to any license of Software by the Manufacturer hereunder which is exclusive to the customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any



claim, action or suit arising from or relating to such Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to the Manufacturer. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer.

9. The Manufacturer will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action referred to in section 7, provided that the Customer has performed completely its covenant in accordance with section 7 of this License Agreement. The Manufacturer will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights.

10. In the event that the Software is, or in the opinion of the Manufacturer is likely to become, subject to a claim or action referred to in section 7, the Manufacturer may, at its option:

(a) at the expense of the Manufacturer, procure the right for the Customer to continue use of the Software in accordance with this License Agreement; or,

(b) at the expense of the Manufacturer, replace or modify the Software so that its use by the Customer in accordance with this License Agreement will be non-infringing, provided that the same function is performed by the replacement or modified Software.

11. In no event shall the liability of the Manufacturer to the Customer or any other party extend to consequential damages.

12. This License Agreement and the Software may not be assigned, sub-licensed or otherwise transferred to another party without the consent in writing of the Manufacturer.

13. This License Agreement shall be effective from the time of installation of the Software. This License Agreement may be terminated at any time by destroying the Software, together with all copies made from the Software in any form whatsoever. The right to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this License Agreement. Upon such termination, the Customer and all parties subject to the License Agreement shall immediately destroy the Software and all copies thereof.

14. This License Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

15. This License Agreement shall be interpreted in accordance with and governed by the laws of the Province of Nova Scotia, and the Customer allows for the exclusive jurisdiction of the Supreme Court of Nova Scotia with respect to the adjudication of any issue concerning this License Agreement.

16. In the event that any provision of this License Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this License Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.