

# Memorandum



**Date:** October 18, 2022

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Recommendation for Approval to Award a Designated Purchase Contract: Inform 10 Elite w/Maintenance and Support Services

Agenda Item No. 8(F)(7)

## **Summary**

This item is requesting approval for a designated purchase to award a contract to Nice Systems, Inc. (NICE) for the purchase of an upgrade of the Miami-Dade Police Department (MDPD)'s digital video/audio recording system (DVARs) to Inform 10 Elite software, and continued maintenance and support services for MDPD and Department of Transportation and Public Works (DTPW). The upgrade to Inform 10 Elite will digitally transform the processes around tracking performance metrics, performing quality assurance reviews, and reconstructing incidents. It is anticipated that this upgrade will result in improved productivity, enhanced staff performance and satisfaction, and better service to citizens of the County. NICE is the only vendor that can provide these services due to the proprietary nature of the system.

## **Recommendation**

It is recommended that the Board of County Commissioners approve this request for award of Designated Purchase Contract No. SS-8554, *Inform 10 Elite w/Maintenance and Support Service*, to NICE to obtain upgrade and continued maintenance and support services. Approval of a designated purchase is being requested, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, to authorize award of a contract in the amount of \$2,163,705 for a five-year term to provide an upgrade to MDPD's DVARs, and continued maintenance and support services for MDPD and DTPW. The Small Business Enterprise (SBE) measures and Local preference do not apply to this non-competitive acquisition. Further, there are no SBE firms certified under the applicable commodity codes.

## **Background**

The MDPD Communications Bureau handles over two million calls for service annually, of which 70 percent are 911 calls. As such, it is the busiest Public Safety Answering Point (PSAP) in the Southeastern United States. The Bureau processes 911 calls in the unincorporated areas of Miami-Dade County and 29 municipalities.

MDPD is in the process of upgrading their 911 Customer Premise Equipment (CPE) to a Next Generation 911 (NG911) platform, which is an Internet Protocol (IP)-based platform that allows digital information (e.g., voice, photos, videos, text messages) to flow seamlessly from the public, through the 911 network, and on to the 911 call taker and emergency responders. In addition to upgrading their CPE, MDPD will also need to upgrade their DVARs to Inform 10 Elite to accommodate their upgrade to a NG911 Platform. The current system has been in use by MDPD since the early 2000s and will need an upgrade to accommodate the additional functionality needed for the NG911 Platform. The DVARs is an essential component of NG911 ecosystem, and a delay in obtaining the necessary upgrade would impede the upgrade of the 911 CPE. Inform 10 Elite automatically consolidates data from various 911 center systems into meaningful metrics which are presented on intuitive dashboards. MDPD personnel can then drill through metrics to the underlying 911 incident recordings for context.

The County previously used a sole source contract to obtain services for the security systems used by various Departments. Contract No. SS8554-2/20 was approved by the Board on March 4, 2008 through Resolution No. R-227-08 as a sole source, and was awarded to NICE, Inc. The contract provided

maintenance and support services for the Miami-Dade Aviation Department (MDAD) for repairs, parts, systems modification, software upgrades and training for the DVARS. On November 20, 2008 and on July 23, 2009, the Board authorized additional funds through Resolution Nos. R-1181-08 and R-1057-09.

In July 2016, the contract was amended to add Qognify, Inc. to the contract due to an assignment agreement with NICE to provide Digital Video Recording (DVR) known as the NiceVision recording systems and Situator system, as well as the applicable installation services and maintenance services; all other audio products remained with NICE. A separate agenda item for approval of an agreement with Qognify, Inc. is being presented for Board approval.

A Request for Information, through RFI-01976, was issued to determine if there are additional providers that have been authorized by the proprietary owner, NICE, to provide maintenance and support services, professional services, and upgrades. Three submittals were received in response to RFI-01967, but none of the vendors have been authorized by NICE to provide the products and services being requested. In addition, NICE has submitted a Sole Source letter indicating that they have not authorized any additional third party to resell their products or services.

Competition is not practicable at this time, as NICE is the only vendor that can perform the services. The DVARS is an essential component of NG911 ecosystem, and a delay in the upgrade would also impede the upgrade of the 911 CPE, which was implemented in 2009 and has reached end of its useful life expectancy. Accordingly, it is in the County’s best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3) of the County Code to purchase an upgrade for MDPD and continued maintenance and support services for MDPD and DTPW.

### **Scope**

The scope of this item is countywide in nature.

### **Fiscal Impact/Funding Source**

The fiscal impact for the five-year term is \$2,163,705. Should the County choose to exercise, at its sole discretion, the two, one-year option to renew terms, the estimated cumulative value will be \$2,941,256. The current contract, TBW-8554, is a twelve-month contract valued at \$218,068 and expires on January 5, 2023. The costs under the current contract are lower than the replacement, as MDPD will be upgrading their software to Inform 10 Elite, in addition to purchasing continued maintenance and support services.

| <b>Department</b>                  | <b>Allocation</b>  | <b>Funding Source</b> | <b>Contract Manager</b> |
|------------------------------------|--------------------|-----------------------|-------------------------|
| Police                             | \$1,895,105        | General Fund          | Laura Romano            |
| Transportation and<br>Public Works | \$268,600          | DTPW Operating        | Ana Rioseco             |
| <b>Total:</b>                      | <b>\$2,163,705</b> |                       |                         |

### **Track Record/Monitor**

Angela Mathews-Tranumn of the Internal Services Department is the Procurement Contracting Manager.

### **Delegated Authority**

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

**Vendor Recommended for Award**

Pursuant to Resolution No. R-477-18, the recommended vendor for this non-competitive acquisition does not have a local address.

| Vendor             | Principal Address               | Local Address* | Number of Employee Residents    | Principal   |
|--------------------|---------------------------------|----------------|---------------------------------|-------------|
|                    |                                 |                | 1) Miami-Dade<br>2) Percentage* |             |
| NICE Systems, Inc. | 221 River Street<br>Hoboken, NJ | None           | 0                               | Barak Eilam |
|                    |                                 |                | 0%                              |             |

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. However, it should be noted that research revealed a lawsuit was filed against the vendor by the U.S. Equal Employment Opportunity Commission in June 2020 alleging employment discrimination. The case was dismissed with prejudice in August 2021 following a joint stipulation for dismissal filed by both parties.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply as the services to be procured are not covered services under the Ordinance.



Alfredo "Freddy" Ramirez III  
Chief of Safety and Emergency Response




## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 18, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(7)  
10-18-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO. SS-8554 FOR THE PURCHASE OF INFORM 10 ELITE WITH MAINTENANCE AND SUPPORT SERVICE TO NICE SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$2,941,256.00 FOR THE INITIAL FIVE-YEAR TERM AND TWO, ONE-YEAR OPTION TO RENEW TERMS FOR THE MIAMI-DADE POLICE DEPARTMENT AND THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board finds it is in the best interest of Miami-Dade County to award Contract No. SS-8554 as a designated purchase, in substantially the form attached and made a part hereof, for the purchase of Inform 10 Elite with Maintenance and Support Service to Nice Systems, Inc. in an amount not to exceed \$2,941,256.00 for the initial five-year term and two, one-year option to renew terms for the Miami-Dade Police Department and the Department of Transportation and Public Works, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any renewal, cancellation or extension provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                                       |                        |
|---------------------------------------|------------------------|
| Jose "Pepe" Diaz, Chairman            |                        |
| Oliver G. Gilbert, III, Vice-Chairman |                        |
| Sen. René García                      | Keon Hardemon          |
| Sally A. Heyman                       | Danielle Cohen Higgins |
| Eileen Higgins                        | Kionne L. McGhee       |
| Jean Monestime                        | Raquel A. Regalado     |
| Rebeca Sosa                           | Sen. Javier D. Souto   |

The Chairperson thereupon declared this resolution duly passed and adopted this 18<sup>th</sup> day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

mjs

Melanie J. Spencer

Inform 10 Elite Upgrade w/Maintenance & Support Services  
Contract No. SS-8554

THIS AGREEMENT for the provision of Inform 10 Elite Upgrade, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between NICE Systems, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal office at 461 From Road, 3rd Floor Paramus, NJ 07652 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County has previously acquired software license rights to use the Inform 7 Professional furnished by the Contractor; and

WHEREAS, the County wishes to upgrade to Inform 10 Elite and obtain ongoing maintenance and support services, and to establish a framework for obtaining additional products and/or services for the Inform 10 Elite; and

WHEREAS, the Contractor agrees to the upgrade to Inform 10 Elite and ongoing maintenance and support services, and to establish a framework for obtaining additional products and/or services for the Inform 10 Elite in accordance with and subject to the terms and conditions set forth herein;

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

**ARTICLE 1. DEFINITIONS**

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

- 1.1 The words "Acceptance Criteria" to mean a set of predefined requirements that must be met in order to approve the Services/Deliverables for Final Acceptance.
- 1.2 The words "Acceptance Testing" to mean a testing technique performed to determine whether or not the Services/Deliverables have met the Acceptance Criteria.
- 1.3 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- 1.4 The words "Availability Date" to mean the date on which Software becomes available for download by the County via Contractor's electronic software delivery system.
- 1.5 The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- 1.6 The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.7 The word "Contractor" to mean NICE Systems, Inc. and its permitted successors.
- 1.8 The word "Days" to mean calendar days.
- 1.9 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.10 The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the

County.

- 1.11 The word "Documentation" to mean the applicable specifications and user documentation accompanying Software or Services.
- 1.12 The words "Final Acceptance" to mean the earlier to occur of (a) County providing written notice to Contractor of the conformance of the Services/Deliverables with the acceptance criteria in Appendix A (Statement of Work); (b) County's failure to notify Contractor of any Non-Conformities in the Services/Deliverables within the review period or, if applicable, the retest period; or (c) County's use of the Services/Deliverables in its production environment for productive business purposes unrelated to the acceptance testing process set forth in Article 10 below.
- 1.13 The word "Hardware" to mean the Inform 10 Elite recording devices and associated components.
- 1.14 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.15 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- 1.16 The words "Service(s)" means the consulting, installation, implementation, training, maintenance, hosting, software-as-a-service or other services to be provided by Contractor pursuant to this Agreement.
- 1.17 The words "Software" to mean any portion of Contractor proprietary software technology or computer software code provided as a component of Inform 10 Elite or any other proprietary software provided by the Contractor.
- 1.18 The word "Solution" to mean the Inform 10 Elite inclusive of hardware, software, implementation, all installation aspects, training, customization, integration, professional services, and ongoing maintenance and technical support.
- 1.19 The words "Statement of Work" or "SOW" means a document executed by the Parties pursuant to this Agreement, which describes, the Services to be provided by Contractor. If the Parties agree, a Schedule may be used in lieu of a Statement of Work.
- 1.20 The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.21 The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 62, 2) Appendix A, (Statement of Work), 3) Appendix B, (Maintenance and Support Services), and 4) Appendix C (Payment Schedule).

## **ARTICLE 3. RULES OF INTERPRETATION**

- 3.1 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.
- 3.2 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.
- 3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 3.4 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- 3.5 The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.



- 3.6 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**

- 4.1 The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- 4.2 The Contractor shall provide the services set forth in the Scope of Services.
- 4.3 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- 4.4 The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change reasonably implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Parties acknowledge that the previous contract, Contract No. TBW-8554, is set to expire on October 9, 2022, before the effective date of the Contract. The Contractor has agreed to continue to provide Services, Software, and Solutions as set forth in the Statement of Work to the County in the time between expiration of the previous Contract, Contract No. TBW-8554 and the Effective Date of the Contract at Contractor's sole cost and expense unless this Contract is approved by the Board of County Commissioners. Upon the approval of this Contract by the Board of County Commissioners and the execution of this Contract by the County Mayor or County Mayor's designee, the Contractor shall invoice the County, and the County shall pay, for those Services performed between October 9, 2022, and the date of the last Parties' execution of the Contract ("Effective Date"). The Contract term shall continue from the Effective Date through the last day of the 60<sup>th</sup> month, thereafter. The County, at its sole discretion, may renew this Contract for two (2), one (1) year option to renew terms. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. ORDERING PROCEDURE**

The Parties agree that the Agreement governs transactions whereby the County may procure Software and Services by the Parties entering a Schedule. Purchases of Services may also be evidenced by a SOW. In limited circumstances, Contractor may, its sole discretion, accept a County purchase order for certain Services. The County purchase orders, if any, are provided for the County's administrative purposes only. Any preprinted terms on the County's purchase orders will not add to, modify, or have any effect on the terms of this Agreement and are hereby rejected.

#### **ARTICLE 7. DELIVERY**

- 7.1 Delivery of the Solution shall be according to Appendix A (Statement of Work). All services performed under this Agreement are contingent upon Final Acceptance by the County.
- 7.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer of the Solution to the County upon Final Acceptance.

**ARTICLE 8. GRANT OF LICENSE**

- 8.1 The specific terms of the Software and Services use rights granted by Contractor to the County pursuant to this Agreement will be documented in one or more Schedules; provided that Contractor will grant to the County a non-exclusive, non-transferable, non-sublicensable, limited right to use the Software and Services for the County's internal business purposes, including the Documentation, for the term set forth in the applicable Schedule.
- 8.2 No title or ownership of the Software, Services or Documentation shall be transferred to the County by way of this Agreement or the applicable Schedule. Ownership of the Software, Services or Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with Contractor.
- 8.3 The Software, Services and Documentation contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to the County herein are reserved to Contractor. The County shall not remove any proprietary notice of Contractor from any copy of the Software or Documentation. The County may make a reasonable number of copies of the Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by Contractor. The County may make one (1) back-up archival copy of the Software, provided the County reproduces all confidentiality and proprietary notices on such copy.
- 8.4 The County shall not: (a) publish, disclose, copy, rent, lease, modify, loan, distribute, sell, resell, transfer, assign, alter or create derivative works based on the Software or Services or any part thereof; (b) reverse engineer, decompile, translate, adapt, or disassemble the Software or Services including to (i) build or create a competitive product or service, (ii) build or create a product or services using similar ideas, features, functions or graphics of the Software or Services, nor shall the County attempt to create the source code from the object code for the Software; (c) use the Software on a service bureau basis; or (d) permit any third party to access the Software or Services except as expressly permitted herein.

**ARTICLE 9. IMPLEMENTATION SERVICES**

- 9.1 If the Contractor fails to provide deliverables within the time specified in Appendix A (Statement of Work), unless revised in a mutually agreed SOW, or if the Software and/or Hardware 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 Hardware or may accept any item of Software and/or Hardware and reject the balance of the delivered Software and/or Hardware. 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 Hardware for such items of rejected Software and/or Hardware within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- 9.2 Hardware will be shipped FCA point of origin on completion of the manufacturing process, and Software will either be shipped using the above method, or made available for download from a site designated by Contractor. All shipping and handling charges will be prepaid by Contractor and charged to the County.
- 9.3 Contractor agrees to install the required Hardware at the locations specified. Contractor agrees to commence installation of the Hardware according to the Project 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 in accordance with the Project Schedule, so that such Hardware is in good working order and ready for use by the dates set forth in the Project Schedule.
- 9.4 Contractor agrees to do all things necessary for proper implementation of the entire Solution 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 the installation of the Solution. The County shall be responsible

for resolving all disputes relating to County owned site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.

#### **ARTICLE 10. TEST**

The Contractor shall configure and program the Solution to conform to the Appendix A (Statement of Work). The Services/Deliverables will be subject to several tests, including an Acceptance Test as further defined in the Appendix A (Statement of Work), Project Schedule, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project Manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and Deliverables as outlined in the Appendix A (Statement of Work).

Failure of the Services/Deliverables to satisfy the Acceptance Criteria and conform to the requirements set forth in the Appendix A (Statement of Work) by the timeframes set forth in the Project Schedule may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After final acceptance is granted, any modifications, fixes, enhancements, to the Solution may require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software as set forth in the applicable Statement of Work, as follows:

- a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements of the Equipment, available for testing.
- b) The Contractor's Project Manager will coordinate all user Acceptance Testing dates, acceptance criteria, and training for the new functionality for the test group.
- c) The County will be granted a 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.
- d) 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.
- e) 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 ten (10) business days unless additional time is requested in writing and agreed by both parties.
- f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

#### **ARTICLE 11. REVIEWING DELIVERABLES**

11.1 The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Appendix A (Statement of Work). The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will within the applicable review period provide the Contractor with:

- a) a written notification of the County's approval,
- b) a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

- c) in the case of a Deliverable that does not meet the acceptance criteria of the Statement of Work, 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.

11.2 The Contractor understands that failure by the County to provide a notice of approval within the timeframe set forth in the SOW constitutes Final Acceptance.

Furthermore:

- a) For each Deliverable made hereunder, the County shall 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 during the review period set forth in the SOW.
- b) Unless an extension of time has been granted by the County, within ten (10) 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 non-compliant with the acceptance requirements in the SOW, the County may direct the Contractor to:
  - i. 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,
  - ii. 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.

## **ARTICLE 12. MAINTENANCE AND SUPPORT SERVICES**

Contractor shall provide the County with maintenance and support services in the manner outlined in Appendix B, (Maintenance and Support Services) for the Software throughout the term of this Agreement, including any options or extensions exercised by the County.

## **ARTICLE 13. FUNCTIONALLY EQUIVALENT SOFTWARE**

For as long as the County remains current on maintenance and support fees for the Software, the Contractor is obligated to provide maintenance and support pursuant to the Contract and in accordance with its terms. In the event the Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set forth in Appendix A (Statement of Work), or any amendment thereto, and replace such version of the Software with a new version of the Contractor Software, and as long as the County is current on Software Maintenance, Contractor shall be required to provide to the County, at no additional charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the Software, if one is generally made available to all Contractor customers of the Software current on Software Maintenance, which shall replace the previous version and perform the functions described in Appendix A (Statement of Work) or any amendment thereto, and to support and maintain such new version of the Software for the balance of the term of this Agreement without additional costs to the County, other than then payment of applicable support fees.

In the case that Contractor is providing support of the then current version of the Licensed Software being used by the County, Contractor shall only provide any new version of the Software if the County is current on Software Maintenance and there are no outstanding account

receivables and the new Software is generally made available to all Contractor's customers current on support. Any Software that includes additional functionality or modules that the County wishes to use may require fees which fees shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 13 and any other Articles contained within this Agreement, this Article 13 will prevail.

#### **ARTICLE 14. ADDITIONAL LICENSES, HARDWARE, SOFTWARE, OR SERVICES**

During the term of the contract, the County may purchase additional licenses, hardware, software, or services provided they are available. Each order must refer to this Contract and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Contract will govern the purchase and sale of additional licenses, hardware, software, or services. Any modification to the Scope of Services of this Contract will require an executed Supplemental Agreement between the Contractor and the County.

#### **ARTICLE 15. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Contract identifies some County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all products and/or Services specified herein from the Contractor. Under these circumstances, a separate Statement of Work shall be issued in the manner outlined in Article 11 requesting the products and/or Services, which identifies the requirements of the additional County department(s).

#### **ARTICLE 16. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

- a) to the Project Manager Miami-Dade Police Department:

Miami-Dade County  
Attention: Deborah Wesolowski Gross  
Phone: (305) 669-7700  
E-mail: [dmwesolowski@mdpd.com](mailto:dmwesolowski@mdpd.com)

- b) to the Project Manager Transportation and Public Works Department:

Miami-Dade County  
Attention: Alcides Viciado  
Phone: (786) 469-5094  
E-mail: [Alcides.Viciado@miamidade.gov](mailto:Alcides.Viciado@miamidade.gov)

and

- c) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Strategic Procurement Division  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974

Phone: (305) 375-4900  
E-mail: [Namita.Uppal@miamidade.gov](mailto:Namita.Uppal@miamidade.gov)

**(2) To the Contractor**

NICE Systems, Inc.  
221 River Street, 10th Floor  
Hoboken, NJ 07030

Attention: Michael Porter  
Phone:  
E-mail: [Michael.Porter@nice.com](mailto:Michael.Porter@nice.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 17. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix C, (Payment Schedule). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

**ARTICLE 18. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix C, (Payment Schedule); however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

**ARTICLE 19. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix C, (Payment Schedule). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 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 electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade Police Department  
Fiscal Administration Bureau  
9105 NW 25<sup>th</sup> Street, Room 3049  
Miami, FL 33172  
Email: [invoices@mdpd.com](mailto:invoices@mdpd.com)

Transportation and Public Works Department  
701 NW 1st Court, 13<sup>th</sup> Floor  
Miami, FL 33136  
Attention: Invoices

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

## **ARTICLE 20. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the gross negligence or willful misconduct performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors in connection with the performance by Contractor of Services hereunder, which results in bodily injury or death to any person or damage, loss, or destruction of any real or tangible personal property. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

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

- A. Worker's Compensation insurance as required by Florida Statute 440 or any applicable jurisdiction.
- B. Commercial General Liability to include personal & advertising injury liability in an amount not less than \$1,000,000 each occurrence \$2,000,000 general aggregate. Miami-Dade County must be included as an additional insured.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability for a minimum of \$5,000,000 each occurrence \$5,000,000 general aggregate to include products – completed operations.
- E. Cyber Liability for a minimum of \$5,000,000 each occurrence \$5,000,000 general aggregate, coverage to include network security & privacy liability, regulatory costs & fines, cyber event costs, incident response costs, legal, forensic & breach managements costs.

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 "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by 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 Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

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

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

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

## **ARTICLE 21. MANNER OF PERFORMANCE**

- 21.1 The Contractor shall provide the Work described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. The County shall be entitled to all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work 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.
- 21.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all third party claims, suits, actions, damages, and costs (including attorneys' 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.
- 21.3 The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work 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.



- 21.4 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 Work described herein, in a competent and professional manner.
- 21.5 The Contractor shall reasonably cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- 21.6 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 22. EMPLOYEES OF THE CONTRACTOR**

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

## **ARTICLE 23. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **ARTICLE 24. DISPUTE RESOLUTION PROCEDURE**

- 24.1 The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- 24.2 The Contractor shall be bound by all reasonable determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- 24.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- 24.4 This Article will survive the termination or expiration of this Agreement.

## **ARTICLE 25. MUTUAL OBLIGATIONS**

- 25.1 This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- 25.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or

subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

- 25.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

## **ARTICLE 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

## **ARTICLE 27. AUDITS**

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to copies of all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request, however, if it is not reasonably possible to comply with the Commission Auditor's request within five (5) business days, then access to the requested information shall be provided within the limited reasonable time necessary to retrieve the information. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## **ARTICLE 28. SUBSTITUTION OF PERSONNEL**

Where applicable, in the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

## **ARTICLE 29. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

## **ARTICLE 30. SUBCONTRACTUAL RELATIONS**

- 30.1 If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- 30.2 The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- 30.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by

such Subcontractor will strictly comply with the requirements of this Contract.

- 30.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- 30.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.
- 30.6 Notwithstanding the foregoing, Contractor has existing arrangements with certain technology service providers ("**Augmented Resource(s)**"). Augmented Resources provide Contractor with the ability to supplement its employee workforce providing Services to Contractor's customers. Notwithstanding anything to the contrary contained above, County acknowledges and agrees that Contractor may use a combination of its employees and Augmented Resources to assist NICE with the delivery of certain Services under this Agreement. Contractor will remain responsible to County for the performance and conduct of such Augmented Resources.

#### **ARTICLE 31. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

#### **ARTICLE 32. PROJECTS AND SERVICES**

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on a clearly defined project ("Project") 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 ("Additional Services"). Any such Project or Additional Services and the applicable fees shall be covered under a separate amendment or addendum to this Agreement.

#### **ARTICLE 33. SOFTWARE MODIFICATIONS**

- 30.1 Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. When requested by the County, the Contractor shall provide the requested Licensed Software enhancements/modifications quote describing the applicable scope of work, fees, timeline and deliverables. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define the Work to be performed including the applicable fees, timeline and deliverables. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
- 30.2 After the SOW has been mutually 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. In accordance with Article 4.1, each SOW will need to be incorporated in a written amendment duly executed

by the Parties hereto and shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the applicable software license granted hereunder. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

- 30.3 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 Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

#### **ARTICLE 34. ADDITIONAL STATEMENT OF WORK**

Prior to the commencement of additional services, as prescribed under Article 11 (Additional Licenses, Hardware, Software, or Services) and Article 29 (Project and Services), for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("Additional SOW") for the specific Project that shall define in detail the Services to be performed, timeline, deliverables and applicable fees. 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.

#### **ARTICLE 35. WARRANTY**

- 35.1 Subject to any additional terms set forth in a Schedule, Contractor warrants that Software purchased for on premise use will operate substantially in accordance with the applicable Documentation during the ninety (90) day period beginning on the Availability Date ("**Warranty Period**").
- 35.2 Should the Software fail to comply with the warranty set forth in Section 35.1 above during the Warranty Period, the County's sole and exclusive remedy and Contractor's sole obligation shall be, in Contractor's sole discretion and at no charge to the County, to correct or replace such Software so that it complies with the warranty set forth in Section 35.1 above.
- 35.3 Contractor warrants that all Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.
- 35.4 CONTRACTOR DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, CONTRACTOR'S EFFORTS OR ANY SOFTWARE OR SERVICES PROVIDED BY NICE WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS, NOR DOES NICE WARRANT THAT THE OPERATION OF THE SOFTWARE OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY STATED IN A SCHEDULE, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY NICE TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHICH ARE SPECIFICALLY EXCLUDED.

#### **ARTICLE 36. THIRD PARTY WARRANTIES**

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 33 "Warranty".

#### **ARTICLE 37. LIMITATION OF LIABILITY**

SUBJECT TO THE FINAL SENTENCE OF THIS SECTION BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR

HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR (b) DIRECT DAMAGES IN EXCESS OF TWO TIMES (2X) THE AMOUNTS PAYABLE UNDER THE ORDER, PURCHASE ORDER, OR STATEMENT OF WORK UNDER WHICH SUCH LIABILITY AROSE. The above limitations above shall not apply to: (a) damages occasioned by the breach by either Party of its obligations of confidentiality under Article 42, "Confidentiality"; (b) Contractor's indemnification obligations under Article 17, "Indemnification and Insurance", and/or Article 41, "Patent And Copyright Indemnification"; or (c) matters that cannot be excluded or limited by applicable law.

#### **ARTICLE 38. SEVERABILITY**

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

#### **ARTICLE 39. TERMINATION AND SUSPENSION OF WORK**

- 39.1 This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 40) and fails to cure said Event of Default (as delineated below in Article 41), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- 39.2 If County terminates this Agreement for cause under Article 39.1 above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- 39.3 The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- 39.4 In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B, (Price Schedule).
- 39.5 In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - iii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

39.6 All compensation pursuant to this Article are subject to audit.

39.7 In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

#### **ARTICLE 40. EVENT OF DEFAULT**

40.1 An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
- vii. the Contractor has failed in the representation of any warranties stated herein; or
- viii. the Contractor fails to comply with Article 55 (County User Access Program (UAP)).

40.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law.

#### **ARTICLE 41. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

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

#### **ARTICLE 42. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall, subject to the Article 35 (Limitation of Liability), be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to, such other direct damages.

The Contractor shall also remain liable for any direct damages and third party claims related to the Contractor's default subject to the Article 37 (Limitation of Liability). The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 43. PATENT AND COPYRIGHT INDEMNIFICATION**

- 43.1 The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, or patent rights, of any third party in the performance of the Work.
- 43.2 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, of any third party .
- 43.3 The Contractor shall be liable and responsible for any and all third party claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any third party claim, demand, cause of action, debt, or liability. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by County and implemented by Contractor at County's request; (b) the Services or Software being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by Contractor E in writing; (c) the modification to Services or Software by any person or entity other than Contractor; or (d) use of Services or Software other than in accordance with its documentation.
- 43.4 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any material respect the functionality of the item(s), (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s); or (iii) cease providing the Services and refund any prepaid fees applicable to the period after the Services has ceased.
- 43.5 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- 43.6 Promptly after a County obtains knowledge of the existence or commencement of a claim for which it is entitled to be indemnified under this Section the County will notify Contractor of such Claim in writing, provided, however, that any failure to give such notice will not waive any rights of the County except to the extent that the rights of the Contractor are actually prejudiced or liability increased thereby. The Contractor will have exclusive control of the defense and settlement of such claim; provided, however, that the County may join in the defense and settlement of such Claim and employ counsel at its own expense, and will reasonably cooperate with the Contractor in the defense and settlement of such Claim. The Contractor may settle any claim without the County's written consent unless such settlement: (a) does not include a release of all covered claims pending against the County; (b) contains an admission of liability or wrongdoing by the County; or (c) imposes any obligations upon the County other than an obligation to cease using any infringing items.
- 43.7 The collective obligations of Contractor pursuant to this Section 41 state the sole and exclusive liability of Contractor, and County's sole and exclusive remedy, with respect to intellectual property infringement or misappropriation

#### **ARTICLE 44. CONFIDENTIALITY**

- 44.1 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 for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals. The Parties understand and agree that Contractor will not be delivering Developed Works pursuant to this Agreement. Confidential Information includes materials or information related to requests for proposal, quotes, or Contractor's Software and Services.

44.2 Each party 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 disclosing party 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 receiving party agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

44.3 In the event of a breach of this Article damages may not be an adequate remedy and the disclosing party 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 receiving party shall destroy or return all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the receiving party 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 45. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

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

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

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

#### **ARTICLE 46. PROPRIETARY RIGHTS**

46.1 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. The Contractor shall not, without the prior written consent of the County, use such County documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official



regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

46.2 All Developed Works shall become the property of the County. The Parties understand and agree that Contractor will not be delivering Developed Works pursuant to this Agreement.

46.3 Contractor grants to County a non-exclusive, non-transferable, non-sublicensable, limited right to use the Services, Software and documentation for County's internal business purposes, or as may otherwise be set forth in the applicable Order or SOW. No title or ownership of the Services or Software shall be transferred to County by way of this Agreement or the applicable Order or SOW. Contractor has sole right to and ownership of, all intellectual property rights in and to: (a) the Services and Software and documentation, and all modifications, enhancements, improvements, adaptations, translations; (b) the trademarks, service marks, and trade names associated with the Services or Software. The Services and Software contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to County herein are reserved to Contractor. County shall not remove any proprietary notice of Contractor from any copy of the Software. County may make a reasonable number of copies of the documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Documentation by Contractor. County may make one (1) back-up archival copy of the Software, provided County reproduces all confidentiality and proprietary notices on such copy.

#### **ARTICLE 47. VENDOR REGISTRATION/CONFLICT OF INTEREST**

##### **47.1 Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. 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**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its knowledge of and commitment to comply with the following:

- |   |  |
|---|--|
| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. <b>Miami-Dade County Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/>(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the Code of Miami-Dade County)</p> | <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the Code of Miami-Dade County)</p> <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. <b>Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.</b><br/>(Section 448.095, of the Florida State Statutes)</p> <p>12. <b>Miami-Dade County Pay Parity Affidavit</b><br/>(Resolution No. R-1072-17)</p> <p>13. <b>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit</b><br/>(Resolution No. R-919-18)</p> <p>14. <b>Office of the Inspector General</b><br/>(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. <b>Small Business Enterprises</b></p> |
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*The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.*

**16. 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.*

**47.2 Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 48. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The

audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board***

***of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the

necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

#### **ARTICLE 49. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.

- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance
- r) programs".
- s) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

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

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

#### **ARTICLE 50. NONDISCRIMINATION**

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such

violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 51. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables 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 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 regarding remedying the situation.

#### **ARTICLE 52. 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 Work 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 Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 53. BANKRUPTCY**

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

#### **ARTICLE 54. GOVERNING LAW**

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

**ARTICLE 55. COUNTY USER ACCESS PROGRAM (UAP)****a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

**b) Joint Purchase**

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

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

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

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 56. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 57. LIENS**

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

**ARTICLE 58. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, 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 Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. 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 CSSF 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

#### **ARTICLE 59. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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

#### **ARTICLE 60. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

#### **ARTICLE 61. FORCE MAJEURE**

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party (excluding payment by County of fees hereunder) shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the

conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

## ARTICLE 62. SURVIVAL

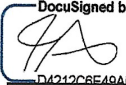
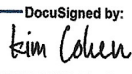
The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration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

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

8/6/22

By:  DocuSigned by:  DocuSigned by:  
 Name: John Rennie Kim Cohen  
 Title: General Manager Director, Finance  
 Date: Aug 1, 2022 Aug 1, 2022  
 Attest: \_\_\_\_\_  
 Corporate Secretary/Notary Public

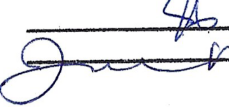
By: \_\_\_\_\_  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

Loudoun, Virginia

The foregoing was acknowledged before me  
on 08/06/2022 by JOHN RENNIE

 Signature  
 Notary Public

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





**APPENDIX A – STATEMENT OF WORK**

## 1. *Contract Reference*

---

This statement of work ("Statement of Work" or "SOW") is entered into by and between NICE and Miami Dade County (defined below) as of the last date of signature below and is issued under the Master Purchase and Sales Agreement dated **TBD**, between NICE Systems, Inc. ("NICE") and Miami Dade County. The detailed services to be performed under this SOW ("Services") are described below and shall be provided by NICE Systems, Inc. for the benefit of end customer, Miami Dade County. The terms and conditions of the Agreement are incorporated into and made a part of this SOW. Capitalized terms used in this SOW and not otherwise defined herein shall have the meaning assigned to such terms under the Agreement.

## 2. *Sections*

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The following sections are incorporated into and made a part of this SOW:

- Section A: Description of Services
- Section B: Training

## 3. *Solution Overview*

---

NICE will provide the County with the Services relating to the implementation of an upgrade of the Inform recording solution as follows:

Inform Solution Upgrade from Inform 7 Professional to Inform 10 Elite to record the new Intrado Viper solution being delivered to Miami Dade Police Department (MDPD).

The solution includes a total of 667 channels to record the following resources:

- 212 (106 Intrado Viper positions x 2 for geographic redundancy) on the Intrado Viper network
- 110 (55 Intrado IP Phones x2 for geographic redundancy) on the Intrado Viper network
- 144 simultaneous Trunk calls at 5680 & Annex (initially via 6 x T1 trunks and moving to ESINet SIP)
- 105 Trunks at ICFB (Lightspeed) Initially via 4 T1 trunks and moving to ESINet SIP)
- 52 Harris consoles, via Select Audio (analog)
- 44 Harris DTRL radio channels via VNIC

The Intrado Viper positions and IP Phone quantities are double to account for Geo-geographic redundancy between the Lightspeed/ICFB and 5600/Annex buildings.

The solution accounts for T1 trunks being recorded via the Intrado Viper integration. 10 T1 trunks are accounted for, with a total of 240 concurrent calls being supported. NICE Understands that MDPD will be migrating to SIP trunks delivered via the ESINet supporting a total of 210 trunks - 105 at Lightspeed/ICFB and 105 at 5600/Annex.

The solution will provide parallel recording of all audio resources.

The Harris console audio is recorded via analog feeds from the consoles, on 2 servers operating in parallel. Both recorders will be deployed separate servers, each configured with 52 analog channels.

2 servers will be set up as Harris Digital Trunked Radio Loggers (DTRL), licensed to record the

Radio over IP traffic delivered to the recorders via the Harris VNIC. One server will be deployed at ICFB/Lightspeed and the other at 5600/Annex to provide parallel redundancy as well as geographic redundancy within the radio recording.

The Recorders that are recording the Intrado Viper positions, IP Phones and Trunks will need to interface to the Intrado Viper E-CDR feed. The feed is RS232 from Intrado Viper and will be converted to TCP/IP via the Moxa serial to TCP/IP converter to deliver the metadata to the recorders.

Inform Elite is installed on 2 separate servers. One server is the Primary Inform Server and the second server is set up as a Resilient Inform Server.

Inform is licensed with the following Applications:

- Reconstruction
- Monitor
- Verify
- Evidence Management (Organizer and Inform Media Player)
- Quality Management (Evaluator and Reporter)

The Intrado Viper E-CDR feed delivers a Call Taker ID to the recorders, in addition to other call metadata. The Call Taker ID is used to identify what recordings belong to which call taker for evaluation purposes. Call takers will need to log into the Intrado Viper system with a unique ID.

The Telephony Recorders also capture SMS Text Messages handled within the Intrado Viper system, with the text message content also delivered to the recorders via the E-CDR feed (assume MSRP is being used).

The recorder solution is monitored for alarms and alerts delivered via SNMP traps to the Inform Health Manager. System administrators log into Health Manager via networked workstations to manage any alarms and alerts generated by the recording solution.

All workstation PC will be supplied by MDPD.

All servers, Windows 2019 Operating Systems and Microsoft SQL 2019 Server will be provided by MDPD.

For a detailed description of the Services included pertaining to the Solution, refer to Appendix A of this SOW.

Refer to attached Intrado Viper Integration Solution Guide for additional details regarding the proposed solution integration to the Intrado VIPER system.

NICE & Intrado are actively working on an i3 interface for call metadata, but this integration will not be available in time for delivery as part of this project. NICE will review the status with Miami Dade at a future date when this integration has been finalized

At Lightspeed, NICE Services will:

- Install 2 parallel pairs of recorders onto County supplied Servers. 1 parallel pair of servers will support the recording of 106 Intrado Viper positions and 55 additional Intrado IP Phones. The second pair of servers will record the trunk-based audio, with these servers supporting 105 channels each.
- The recorders will record audio via SPAN port connections, set up and managed by the County, with network patch cables also supplied by Miami Dade.
- Call metadata, including ANI/ALI and SMS Text Messaging is delivered to the recorders via the Intrado Viper E-CDR feed. Serial to TCP/IP converters are supplied by NICE. The County will be responsible for connection of the Intrado Viper E-CDR feed to the converters and for connection of the converters to the recorder network such that the metadata is delivered to all recordings recording Intrado Viper audio.

- Install a parallel pair of analog recorders to support the recording of 52 analog, 2-wire pairs from the Harris radio consoles. Miami Dade will supply the physical servers and ensure that all wiring to-from the recorder will be connected to punch-blocks within 30 cable feet of the rear of the recorders NICE will provide the channel cards and the cables that connect between the punch blocks and the recorder's channel cards.
- Install a primary Harris DTRL P25 radio recorder onto a County supplied server to record all Harris P25 radio transmissions via integration to the Harris VNIC. This recorder is licensed with 44 channels to record up to 44 concurrent radio transmissions.
- Install a Primary Inform Server on a County supplied server. This server supports all search and replay access to the recorder system.
- Set up archiving of all recorders to a County supplied NAS or network share, with suitable capacity to store all recordings for the County's stated retention policy. This location will also be used for Inform Organizer Folder content and Inform Evaluator content.

At 5680/Annex, NICE Services will:

- Install 2 parallel pairs of recorders onto Miami Dade supplied Servers. 1 parallel pair of servers will support the recording of 106 Intrado Viper positions and 55 additional Intrado IP Phones. The second pair of servers will record the trunk-based audio, with these servers supporting 105 channels each.
- The recorders will record audio via SPAN port connections, set up and managed by the County, with network patch cables also supplied by the County.
- Call metadata, including ANI/ALI and SMS Text Messaging is delivered to the recorders via the Intrado Viper E-CDR feed. Serial to TCP/IP converters are supplied by NICE. Miami Dade will be responsible for connection of the Intrado Viper E-CDR feed to the converters and for connection of the converters to the recorder network such that the metadata is delivered to all recordings recording Intrado Viper audio.
- Install a parallel pair of analog recorders to support the recording of 52 analog, 2-wire pairs from the Harris radio consoles. Miami Dade will supply the physical servers and ensure that all wiring to-from the recorder will be connected to punch-blocks within 30 cable feet of the rear of the recorders NICE will provide the channel cards and the cables that connect between the punch blocks and the recorder's channel cards.
- Install a parallel Harris DTRL P25 radio recorder onto a Miami Dade supplied server to record all Harris P25 radio transmissions via integration to the Harris VNIC. This recorder is licensed with 44 channels to record up to 44 concurrent radio transmissions.
- Install a Resilient Inform Server on a County supplied server. This server supports all search and replay access to the recorder system.
- Set up archiving of all recorders to a County supplied NAS or network share, with suitable capacity to store all recordings for the County's stated retention policy.

All access to recordings will be from networked PC workstations that are provided by the County.

All servers will need to be synchronized to a common Time Source (SNTP).

All networking will be managed/supported by Miami Dade County Information Technology Department (ITD).

## 4. *Project Assumptions*

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The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the project schedule, fees and expenses, tasks, and the level of effort required to perform the Services covered by the SOW.

### General Assumptions

- The County will be responsible to manage and oversee the responsiveness and performance of any third-party vendor and/or subcontractor engaged by the County in connection with the Solution described in this SOW.
- The County will ensure that reasonable access to the necessary facilities, and suitable workspace for all NICE project team members when working at Miami Dade's sites when necessary. Suitable workspace includes, but is not limited to, desks, telephones, access to the system and meeting rooms.
- The County will identify and schedule training class attendees and facilities in connection with any training to be provided by NICE hereunder.
- All training and consulting Services to be provided by NICE under this SOW must be used by the County within twelve (12) months following the date of completion of the installation Services to be performed hereunder, signified by NICE's notification to the County of its completion of the NICE installation test procedure. If the County fails to use the consulting/training Services within the aforementioned twelve (12) months period: (a) the County shall forfeit its right to receive and use such Services; and (b) NICE shall invoice Miami Dade for the fees for such training and consulting Services, which shall be paid by the County in accordance with the payment terms set forth in the Agreement.
- If there is a need for an escort across the site facility, the County will allocate a dedicated security person as needed.
- Installation of Products and application migration and testing will be performed during NICE normal business hours (Monday-Friday 8:00 a.m. – 5:00 p.m.).

### Technical and Functional Assumptions

- NICE will provide the NICE Site Preparation Checklist at the project kickoff meeting. The County will ensure that it completes all items on the NICE Site Preparation Checklist approximately two (2) weeks prior to the commencement of installation.
- The County understands that all site readiness activities shall be completed no later than two (2) weeks prior to scheduled implementation date including formal review and agreement of Site Preparation Checklist.
- Prior to NICE's arrival to the site, the County will ensure that all servers are physically installed in the site with the following conditions:
  - NICE certified updated Antivirus with active licensing
  - The County will confirm and provide network IP addresses, firewall access, and required open ports per NICE's specifications.
  - The County will provide a lab (staging area) that is ready to be used for a testing environment.

For a detailed description of the technical specifications pertaining to the Solution, refer to Appendix E of this SOW.

## 5. *Roles and Responsibilities*

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### **NICE Resources**

Following the execution of this SOW by both parties, NICE will assign a project manager ("NICE PM") in connection with its performance of the Services to be performed hereunder. The NICE PM will serve as the primary point of contact for NICE in

connection with the Services, and will be responsible for working with the Distributor and the End User team, including the development of a project plan, and NICE's coordination of the Services to be performed by it hereunder.

### ***NICE Roles and Responsibilities***

- NICE Project Manager – Responsibilities of the NICE PM include:
  - Be a proactive and customer-centric interface between End User and NICE, while determining that internal customers, technical staff and upper management are kept aware of project status, issues, and escalations.
  - Plan, estimate and organize overall implementation of NICE products while being applied in End User environments.
  - Provide daily direction, motivation and support to project team.
  - Plan for project contingencies and anticipate variations that may affect resources, successful implementation and revenue recognition.
  - Serve as the communication link between the Distributor and NICE throughout the entire project, and act as liaison with other NICE departments.
- NICE Professional Services Engineer (“PSE”) – The NICE PSE will verify site prerequisites, install and configure the Solution, and conduct the Installation Test Procedure (“ITP”).
- NICE Education Specialist (“NICE ES”) – The NICE ES will implement all aspects of the training as required by the purchased Solution, including preparing and conducting training classes.

### ***County Resources***

The County will assign a project manager (“County PM”) and will be responsible for working with the NICE team, including the development of a project plan, and coordination of the Services to be performed by NICE hereunder.

- The County PM and the NICE PM will work together to act as the main vehicle for all communications and implementation-related activities.
- System Administrator – This person will be familiar with all operational aspects of the NICE Solution that is installed. They will understand the basic functional components of the Solution and how they should be deployed within the County contact center infrastructure. The System Administrator will have the most technical responsibility within the project.
- Telephony Administrator / IT Specialist – This person may be needed to address telecom-related issues.

## ***6. Installation / Remote Access***

Installation of the Solution will be performed on-site; however, remote access is a key activity detailed on the NICE Site Preparation Checklist and is an implementation milestone. Remote VPN access is required. Access to the Products is required when performing various installation and maintenance support activities for the Solution. Local administrative rights are also required for some installation activities and maintenance activities. On-site access may be necessary for certain activities.

## ***7. Change management Process***

Any changes to the Solution design and scope following execution of this SOW may impact project dates resulting in additional product and Services fees, as well as elevated risk to the project. Changes to the Solution design, project scope, project dates, and any associated project dates, and any associated additional charges and/or costs must be mutually agreed upon in writing prior to the performance of any Services related to such changes, and will only be valid when agreed upon in writing by both parties using the Change Order Request Form in Attachment 2 of this SOW. All changes to Services scope are subject to resource availability.

## **8. *Services Fees and Invoicing terms***

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The total value of the Professional Services is \$187,700.00 USD. NICE shall invoice the County for completed Services as outlined in Appendix C (Payment Schedule).

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 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.

## Section A: Description of Services

### Project Activities

NICE follows industry standard PMI implementation methodology. The Solution will be implemented in accordance with the following phases and activities:

| Activity                         | Description  | Primary Responsibility | Output                   |
|----------------------------------|--|------------------------|--------------------------|
| Initiation Phase                 |  |                        |                          |
| Project Validation               | <ul style="list-style-type: none"> <li>End User assigns Project Manager</li> <li>NICE assigns Project Manager</li> <li>NICE Project Manager reviews End User-purchased Solution.</li> <li>NICE Project Manager reviews Sales Milestone Kit and accepts project.</li> <li>NICE Project Manager conducts Post-PO Sales to Service ("S2S") internal call with NICE Account Team to review SOW, Pricing and Solution Design relative to End User business need.</li> </ul> | NICE / County          |                          |
| Sales to Services Handover       |  |                        |                          |
| Planning Phase                   |  |                        |                          |
| Internal Kickoff Meeting         | <ul style="list-style-type: none"> <li>Preparation for Client Kickoff Meeting</li> <li>Preliminary Project Plan is developed</li> </ul>  | NICE                   | Preliminary Project Plan |
| Client Kickoff Meeting conducted | <ul style="list-style-type: none"> <li>Review and finalize proposed Project Plan</li> <li>Review executed Statement of Work</li> <li>Review NICE Site Preparation Checklist.</li> </ul>  | NICE / County          | Final Project Plan       |

| Activity                             | Description  | Primary Responsibility  | Output                           |
|--------------------------------------|--|-------------------------|----------------------------------|
| <b>Execution Phase</b>               |  |                         |                                  |
| Site Preparation Checklist completed | <ul style="list-style-type: none"> <li>End User completes all items on the Site Preparation Checklist at least two (2) weeks prior to the installation date.</li> <li>The NICE PM receives the completed NICE Site Preparation Checklist ("SPC") from End User.</li> </ul>   | County<br>NICE          | Site Preparation Checklist (SPC) |
| System installed                     | <ul style="list-style-type: none"> <li>Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with End User. An End User representative will be available for the NICE Professional Services Engineer ("PSE") to contact for support.</li> <li>System includes components as described in the Solution Overview section of this SOW.</li> </ul>  | NICE                    |                                  |
| Installation Test Procedure ("ITP")  | <ul style="list-style-type: none"> <li>While NICE conducts the ITP, an End User/Distributor representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to End User. NICE and End User will retain a copy of the document, signifying the completion of the installation. End User point of contact is responsible for notifying all End User parties that the ITP has been completed.</li> </ul> | NICE / County           | Completed ITP                    |
| Training conducted                   | <ul style="list-style-type: none"> <li>Training includes sessions as defined in Section B of this SOW.</li> </ul>  | NICE                    |                                  |
| <b>Closure Phase</b>                 |  |                         |                                  |
| Solution begins working              | <ul style="list-style-type: none"> <li>Solution begins working</li> </ul>  | Solution begins working | Solution begins working          |



## Section B: Training

The NICE Inform training will be conducted with a maximum of six (6) students per session. Training is typically scheduled at least 6-8 weeks in advance.

- NICE Inform 2-day instructor led training for up to 6 students held at client site or remotely. Covers Verify, Monitor, Reconstruction, Organizer and Reporter, as well as administration applications. (Excludes Evaluator QA).
- NICE Inform Health Manager 1/2 day / 4-hour instructor led end user training for Basic / Operator users. Delivered remotely by default.
- NICE Inform 2-day instructor led Intelligence Center training.

| Course Description  |
|---|
| <p><b>Education Portal – Premium Pack:</b> This portal is the one-stop shop for all NICE users, who want to learn more about how to utilize NICE solutions for maximum benefit. The portal is managed by the NICE Customer Training Services team, bringing to you the expert knowledge of our NICE Education Specialists. The Premium Pack is an ideal solution as a post-training complementary learning aid and includes the following:</p> <ul style="list-style-type: none"><li>▪ <b>Full lessons</b> – Self-paced eLearning modules, available 24/7, covering basic and advanced usage of NICE products</li><li>▪ <b>Learning Bytes</b> – Quick, self-paced clips that provide tips, tricks and "how-to's"</li><li>▪ <b>Webinars</b> – Live eLearning events, hosted by NICE Education Specialists, held periodically to cover various topics around NICE products and best practices</li><li>▪ <b>Documents</b> – User guides, reference guides and more</li><li>▪ <b>Ask-A-Trainer Forums</b> – Interact with other NICE users and with NICE Education Specialists to ask and answer questions related to using NICE applications</li><li>▪ <b>Notifications</b> – Receive information about latest NICE training promotions and news</li><li>▪ <b>Updates</b> – Learn about new updates and features from NICE</li></ul> |

**APPENDIX B – MAINTENANCE AND SUPPORT SERVICES**

NICE shall perform the Services as detailed below for the Miami-Dade Police Department and Miami-Dade Transit Department.

**A. Appendix A-1 - Gold Level Coverage Description**

|  |                   |                   |
|--|-------------------|-------------------|
| <b>Gold Level Coverage Description:</b>  |                   |                   |
| <b>Support Coverage: Twenty-four (24) hours, seven (7) days per week.</b>                                |                   |                   |
| <b>Call Back Response Time: Sixty (60) minutes after receipt of call from authorized representative.</b> |                   |                   |
| <b>On-Site Response Time for Priority 1 Service Issue: Four (4) hours - Restrictions Apply</b>           |                   |                   |
| <b>Service</b>   |                   | <b>Gold</b>       |
| Phone & Remote Support Coverage  |                   | 24 X 7            |
| On Site Support - Restrictions Apply   |                   | 24 X 7            |
| CSC Access 24 X 7  |                   | Yes               |
| Remote Diagnosis   |                   | Yes               |
| Escalation   |                   | Yes               |
| Repair and Replacement of failed parts   |                   | Yes               |
| <b>Gold</b>  | <b>Priority 1</b> | <b>Priority 4</b> |
| Phone Availability   | 24*7              | 24*7              |
| Support Coverage   | 24*7              | 24*7              |
| Call Back Response Time  | 60 minutes        | 24 hours          |
| On Site Response Times   | 4 hours           | 48 hours          |

**24 \* 7 Phone Support Access**

- i. Customers have access to the Customer Support Center (CSC) 24 by 7 (additional charges may apply, based on the service required and the terms of the contract). The CSC can be reached by any of the 3 following methods:
- ii. Telephone: 1-800-NICE-611
- iii. E-mail [support.americas@nice.com](mailto:support.americas@nice.com)
- iv. Fax 1-800-663-5601
- v. Gold level Maintenance and Support Services – 20% of list price for the Products described in Table – Miami Dade Transit:

**B. Appendix A-2 - Gold level Maintenance and Support Services****Gold level Maintenance and Support Services – 20% of list price**

| <b>Description</b>   | <b>Response</b>   |
|--|---|
| This option is available to customers where the location of the equipment is within a 4-hour drive time to most major metropolitan areas (identified at time of purchase). Authorization of Call Center Director required Support Coverage | Twenty-four (24) hours, seven (7) days per week                         |
| Call Back Response Time  | Sixty (60) minutes after receipt of call from authorized representative |
| On-Site Response Time for Priority 1 Service Issues  | Four (4) hours  |

24 \* 7 Phone Support Access

- i. Customers have access to the Customer Support Center (CSC) 24 by 7 (additional charges may apply, based on the service required and the terms of the contract). The CSC can be reached by any of the 3 following methods:
- ii. Telephone: 1-800-NICE-611
- iii. E-mail [support.americas@nice.com](mailto:support.americas@nice.com)
- iv. Fax 1-800-663-5601
- v. Customers calling into the center will have access to Tier 1-3 resources based on entitlement and the severity of their call.
  - a. Tier 1 engineer's primary responsibility is to answer incoming technical support calls then triage the reported problem. In addition, they will build a repair ticket, set criticality and begin troubleshooting.
  - b. Tier 2 engineer's responsibility is to further research a problem by probing deeper into the environment and performing more in-depth troubleshooting. In addition, Tier 2 engineers install Service Packs, download log files, etc.
  - c. Tier 3 engineers provide even greater in-depth, advanced and extremely technical responsibilities. In addition, Tier 3 identifies major bug/software anomalies that would normally require a new Service Pack, Hot Fix or code change. Tier 3 will interface with R&D/Tier 4 in Israel when appropriate.
  - d. R&D/Tier 4 engineers provide additional technical support to the US Customer Support staff. Typically, this support is used for any issues that are not resolved by the US Customer Support staff. All communication R&D to resolve issues, or for issue status, will be made through the US Support staff only.
- vi. Gold level Maintenance and Support Services – 20% of list price for the Products described in Table 3 – Miami Dade Police:

**C. Appendix A-3 - On Premises Maintenance Services Policy ("MSP")**

1. **Definitions and Interpretation.** For purposes of this MSP, the terms listed below shall have the meanings indicated beside them:

**"Business Day"** means Monday through Friday, excluding NICE's observed local holidays.

**"Business Hour"** means an hour that occurs on a Business Day during Standard Hours.

**"Call Back Response Time"** means the time by which NICE will initiate a call back to Customer in response to a Support Case initiated by the Designated Contact in accordance with the Severity Level of the Error. The Call Back Response Time commences at the time when NICE receives the mandatory data required to create a Support Case from the Designated Contact, as described in Section 7 below.

**"Error(s)"** means a reproducible problem that causes a failure of the Products to operate substantially in accordance with the applicable Documentation under conditions of normal use. A non-conformity shall not be considered an Error if it results from: (a) Customer's use of the Products other than in accordance with the applicable Documentation; or (b) Customer's introduction of data into any data structures or tables used by the Products by any means other than in accordance with the Documentation; or (c) any third party software or third party equipment not authorized by NICE in the Documentation.

**"Extended Hours"** means twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

**"Hot Fix(es)"** means a software patch to address Severity 1 or Severity 2 Errors.

**"Hours of Support"** means the timeframe during which NICE shall perform Maintenance Services.

**"Maintenance Services"** means the maintenance services provided in accordance with this On-Premise Maintenance Policy for NICE's proprietary Software and Equipment, as applicable.

**“Microsoft Service Pack(s)”** means a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.

**“Minor Release(s)”** means any modification or addition to NICE’s proprietary Software that, in NICE’s opinion, results in minor changes to the overall utility or functional capability of the Software and may contain Error corrections. Minor Releases are represented by a change to the right of the decimal point in the version number of the particular Software (e.g., v1.0 to v1.1). For the avoidance of doubt, the fees for professional Services required to implement new Minor Release not required to correct an Error are not included in the Maintenance Services fees.

**“Named User(s)”** means, as applicable: (a) any individual who can log in to a Product; or (b) Customer’s supervisory and quality management personnel identified and authorized by Customer to have access to the Products.

**“Next Business Day”** means the next Business Day during Standard Hours.

**“On Site Support”** means NICE’s performance of Maintenance Services related to Equipment installed at the Customer’s location.

**“On Site Response Time(s)”** means the period of time by which NICE Personnel are to arrive at the Customer’s location where an Equipment Error has occurred. On Site Response Times are measured beginning at the time that a determination is made by NICE that On Site Support is required at an agreed upon time. On Site Response Times may be adjusted to coincide with the delivery of Repair Parts.

**“Production Environment”** means an operational environment used for the purpose of handling live interactions, data processing, or Customer’s fulfillment activities (i.e., as opposed to a testing/lab environment).

**“Release(s)”** means, collectively, Minor Releases and Hot Fixes. Releases are available solely for the same number of licenses and for the current version of NICE’s proprietary Software purchased by Customer from NICE. Releases provided hereunder shall be deemed to be included within the definition of Software.

**“Remote Support Coverage”** means the period of time during which NICE Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Microsoft Teams, Team Viewer, or Webex.

**“Response Time(s)”** means collectively, the Call Back Response Time and the On Site Response Time.

**“Second Business Day”** means two (2) Business Days following the current Business Day during Standard Hours.

**“Self-Service Portal”** shall mean the web site located at <http://www.WISER.NICE.com>.

**“Support Case”** shall mean a request issued by a Designated Contact containing the following information (as applicable) that must be supplied to NICE prior to NICE’s performance of Maintenance Services: (a) company name; (b) site name; (c) country; (d) requester’s full name; (e) phone number; (f) mobile number; (g) alternate contact information (if any); (h) VPN access information; (i) email address; (j) serial number of the Products; (k) description of the issue; (l) IP address of the server (if applicable); and (m) the Support Case number (if calling about a previously reported issue).

**“Severity Level”** shall mean the classification of an Error, which shall be determined by the definitions set forth in Section 9 of this On-Premise Maintenance Policy.

**“Standard Hours”** means 8 AM to 5 PM (local time) on each Business Day, excluding NICE’s observed local holidays.

**“Sunset Policy”** means the document published by NICE from time to time and available on the Self-Service Portal, which sets forth the lifecycle of the Products and applicable third party hardware, operating systems and software products.

**“Sunset Products”** means the Product and applicable third party products versions for which, pursuant to the Sunset Policy, the final date on which NICE offers Maintenance Services (including technical support, help desk support, training and spare parts) has passed.

**"NICE Personnel"** means NICE-certified technical personnel who provide Maintenance Services.

**"Workaround"** means a modification or a change in process for a particular version of the Products, which may be of a temporary or interim nature, to mitigate the effects of an Error.

## 2. **Maintenance Services.**

2.1 Subject to the Sunset Policy, NICE shall provide the Maintenance Services described in this On-Premise Maintenance Policy to Customer as follows:

2.1.1 For the initial period of twelve (12) months commencing on the date of installation or fifteen (15) months commencing on the date of shipment by NICE of Customer's initial order of Products, whichever date comes first (**"Initial Maintenance Services Term"**).

2.1.2 The Initial Maintenance Services Term shall be automatically extended for additional periods of twelve (12) months (each an **"Extended Maintenance Services Term"**), and the fees for each such Renewal Term shall be subject to an increase of three percent (3%). Notwithstanding the foregoing, either Party may, at least ninety (90) days prior to the conclusion of the Initial Maintenance Services Term provide the other Party with written notice of termination (a **"Non-Renewal Notice"**), which Non-Renewal Notice shall be effective on the date of the expiration of the Initial Maintenance Services Term, at which time, performance of the Maintenance Services shall cease. Each Extended Maintenance Services Term, if any, shall be extended or terminated in the same manner as the Initial Maintenance Services Term in accordance with this Section, provided that a Non-Renewal Notice for any Extended Maintenance Services Term shall be effective at the end of the then current Extended Maintenance Services Term. The Initial Maintenance Services Term and Extended Maintenance Services Term are collectively referred to herein as the **"Maintenance Services Term"**. Customer understands that, if Customer fails to provide a Non-Renewal Notice, Customer shall be responsible for payment in full to NICE of the fees associated with the next Renewal Term regardless of whether Customer has issued a purchase order to NICE.

2.2 Additional Products purchased by Customer during the Maintenance Services Term (**"Added Products"**) shall become subject to this MSP on the date of NICE's shipment to Customer of such Added Products.

2.3 Except as required to provide the Services under this MSP, nothing in this MSP permits NICE Personnel to conduct unauthorized monitoring or capturing of any information or data from the Customer in performance of the Maintenance Services.

3. **Responsibilities of Customer.** To enable NICE to successfully provide Maintenance Services, Customer shall, throughout the Maintenance Services Term, and at no charge to NICE:

3.1 Assign designated personnel to perform the administrative duties described in the Documentation for the applicable Products (**"Administrator(s)"**). Customer shall provide Administrators the credentials necessary to perform all required administrative tasks, such as: set-up and maintenance of Named User login IDs and passwords; alteration of welcome messages and announcements on the home page using the standard interface of the Products; and the scheduling of Named Users. Prior to performance of such duties, Administrators shall successfully complete the applicable NICE training course(s), and any such supplements thereto that may be offered by NICE from time to time. As reasonably required by NICE, Administrators shall assist NICE Personnel in troubleshooting problems with the Products.

3.2 Assign two (2) individuals, who shall perform the following tasks in connection with the Maintenance Services (**"Designated Contact(s)"**): (a) successfully complete the same NICE training requirements as Administrators; (b) after successful completion of such training, perform Triage Support as described in Section 3.3 below, and submit Support Cases as described in Section 10 below; (c) develop knowledge and understanding of the currently deployed Products; (d) accurately characterize problems and describe their business impact; (e) reasonably describe symptoms of problems; (f) provide background information leading up to problems; (g) describe the steps or actions taken to try and resolve such problems; (h) provide timely and accurate responses to NICE requests related to the delivery of the Maintenance Services; and (i) provide timely feedback on fixes and recommendations.

3.3 Prior to submitting a Support Case, the Designated Contacts shall: (a) assist a User with usage of the Products or the Documentation; (b) identify and document a reported problem in the Products and the issues causing the condition reported by a User; and (c) commence troubleshooting the reported problem ("**Triage Support**"). As part of Triage Support the Designated Contacts shall:

(i) document the reported problem; (ii) analyze or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any User issue caused by an Error in the Software for which NICE has provided the needed support action to the Designated Contacts; (iv) identify and implement any Workarounds provided by NICE Personnel; and (v) maintain contact information and be available as an escalation point.

3.4 Upon completion of Triage Support, should the Designated Contact be unable to resolve an issue reported by a User, the Designated Contact shall: (a) submit a Support Case; (b) track new Support Cases and updates to existing Support Cases; (c) upon NICE request, produce records showing the system maintenance and the previous sixty (60) days of Customer change management reports; and (c) provide sufficient information to NICE for NICE to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of a Support Case, the Designated Contact shall: (i) where applicable, promptly approve NICE's implementation of Hot Fixes and Workarounds; (ii) reasonably cooperate with NICE, provide full information, unlimited remote access and required physical access to the Products as well as the data relating to the operation of the Products; and (iii) provide NICE Personnel, with any key or other means required for undoing any type of encryption in the Products. Customer's and/or Designated Contact's failure to provide unlimited remote access as required by subsection (ii) above shall excuse any resulting service level failures.

3.5 At all times, (a) ensure the physical and virtual security of the Products, including proper installation of new Microsoft Service Packs that have been verified by NICE; and (b) in accordance with the Documentation and the written instructions of the NICE Personnel, Customer shall (i) operate the Products, and perform administration relating to the Products; (ii) maintain the site(s) where the Products are installed; (iii) maintain third party servers and third party software used in connection with the Products; and (iv) perform routine solution maintenance.

3.6 Following NICE's receipt of a Support Case, the NICE Personnel handling the call will respond within the Call Back Response Time defined in Section 8 of this On-Premise Maintenance Policy. The Designated Contacts may submit Support Cases for Severity 1 Errors After-Hours via telephone.

3.7 When NICE considers it necessary for the performance of the Maintenance Services hereunder, Customer shall promptly provide NICE with remote access to the Products, consistent with Customer's security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the Maintenance Services by NICE. The Customer shall provide the NICE with remote access through a method that has been mutually agreed by the Parties.

#### 4. **Exclusions from Maintenance Services.**

4.1 NICE may, at any time, exclude from Maintenance Services any Equipment that has been: (a) modified, repaired or serviced by anyone other than NICE Personnel, unless otherwise authorized by NICE in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; (c) relocated from its place of installation, unless otherwise authorized by NICE in writing; (d) connected to, or integrated with, any systems or servers not certified by NICE to operate with the applicable Product, unless otherwise authorized by NICE in writing; (e) any Product that experiences an Error resulting from Customer's use of the Equipment other than in accordance with the applicable Documentation

4.2 NICE may, at any time, exclude from Maintenance Services any Software that experiences an Error resulting from: (a) Customer's use of the Software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the Software by any means other than contemplated by the applicable Software Documentation; (c) the modification or servicing of the Software by anyone other than NICE Personnel, unless otherwise authorized by NICE in writing; or (d) changes to Customer's infrastructure in which the Software is installed.

4.3 Maintenance Services shall not be provided in respect of Sunset Products.

4.4 NICE shall not perform any work external to the Products, such as electrical work or support of attachments to the Products or other devices connected to, or interconnected with, the Products (e.g., a Customer network or third party equipment) that are not furnished by NICE.

4.5 NICE's performance of Maintenance Services shall be excused in the following circumstances: (a) repairs which are impractical for NICE to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof; (b) installation of any software on the same server on which the Software is installed, or the combination of any software with the Products, unless such software was provided or approved by NICE in writing; or (c) Customer's failure to meet any of its responsibilities set forth in this MSP. NICE shall notify Customer promptly following any of the events described in this Section 4.5, and NICE's performance of Maintenance Services shall be excused until such failure has been cured.

5. **Eligibility for Coverage.** If the Parties agree to add any products to this MSP which were not, as of the MSP Effective Date, covered by a separate direct NICE maintenance agreement, in addition to Customer paying the current Fees for Maintenance Services for such products, prior to the inclusion of such products under this MSP, Customer shall pay for any lapsed Maintenance Services. Any such products added to this MSP shall be deemed to be Added Products pursuant to Section 3.3 above.

6. **Other Services.** Any services which are not specifically included in the Maintenance Services and which Customer wishes NICE to perform shall be at an additional cost to Customer and shall be performed, if at all, pursuant a separately executed Professional Services terms and conditions.

7. **Maintenance Services.** Subject to Customer's fulfillment of its obligations defined in the MSP, the following services shall be performed by NICE during the Maintenance Services Term in accordance with the Maintenance Program Option selected by Customer:

7.1 Support Cases for issues (all Severity Levels) shall be initiated by Customer by contacting the NICE helpdesk. Designated Contact may open a Support Case through the Self-Service Portal. Designated Contact may open a Support Case for a Critical Severity Case after Standard Hours and during local holidays by calling (800) 642-3611.

7.2 NICE shall perform Maintenance Services in accordance with the Hours of Support, the Response Times and the Severity assigned to an Error as described in Sections 8 and 9 of this On-Premise Maintenance Policy above, as applicable.

7.3 Upon NICE's determination that a Severity Level 1 or Severity Level 2 Support Case is an Error, such Error shall be worked on until the Products are restored to pre-Error functionality. Restoration may be in the form of a Workaround or a Release. In such instances, NICE shall notify Customer of NICE's implementation of a Restoration via Remote Access (a "**Restoration Notice**"). A Support Case shall be closed two (2) Business Days following the issuance of a Restoration Notice, unless during such period, Customer notifies NICE that the Error remains unresolved, in which case, the Case shall remain open. In some cases, the Products may not materially conform to the Documentation because of an error in the Documentation, rather than an Error in the Products. In such cases NICE may provide corrected Documentation.

7.4 Releases shall only be made available to Customer: (a) for the version of, and options included in, the Software that was originally purchased by Customer and any future versions thereof provided by NICE as part of the Maintenance Services; and (b) if and when such Releases are made commercially available by NICE to its customers generally. The software and content of the Releases shall be determined by NICE in NICE's sole discretion. For the avoidance of doubt, if the Maintenance Services Term is terminated in accordance with the Terms and Conditions, NICE shall not provide, and Customer shall not be entitled to receive, any Releases after the effective date of termination.

7.5 To the extent that Equipment is purchased, NICE shall perform analysis, diagnosis and repair or, at NICE's discretion, replacement of faulty Equipment components, which includes dispatch of required parts to repair faulty Equipment components ("**Repair Parts**") and, where NICE considers it necessary provide On Site Support. Unless otherwise agreed upon by NICE and Customer, Repair Parts will be shipped next Business Day.

## APPENDIX C – PAYMENT SCHEDULE

## A. Inform 10 Elite Upgrade

|                             |                   |
|-----------------------------|-------------------|
| Total Software              | 334,321.00        |
| Total Hardware              | 14,686.00         |
| Total Products              | 349,007.00        |
| Total Professional Services | 174,900.00        |
| Total Subscription Service  | 0.00              |
| <b>Total Quote</b>          | <b>523,908.00</b> |

## PRODUCTS

## SOFTWARE

| Description  | Product Identifier     | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|--|------------------------|----------|-----------------|--------------|-----------------|------------------|
| Primary recording channel license with Inform Elite applications support - Upgrade   | NPS-INF-ELITE-PRI- 1CH | 667.00   | 1,500.00        | 71.00        | 435.00          | 290,145.00       |
| Resilient recording channel license with Inform Elite applications support - Upgrade | NPS-INF-ELITE-RES- 1CH | 667.00   | 200.00          | 100.00       | 0.00            | 0.00             |
| Additional premium for a P25 TR Core - Upgrade                                       | NPS-INF-CORE-P25       | 1.00     | 22,000.00       | 68.00        | 7,040.00        | 7,040.00         |
| Additional channel premium for a P25 TR channel - Upgrade                            | NPS-INF-CH-P25         | 44.00    | 200.00          | 68.00        | 64.00           | 2,816.00         |
| MySQL Server license (Standard Edition)  | NPS-MYSQL-STD          | 12.00    | 220.00          |              | 220.00          | 2,640.00         |
| Splits a single serial feed into four separate virtual COM port interfaces.          | NPS-TPS-ELTIMA-LIC     | 8.00     | 210.00          |              | 210.00          | 1,680.00         |
| NICE DTRL P25 Encryption Support   | NPS-INF-CORE-DTRL- ENC | 2.00     | 15,000.00       |              | 15,000.00       | 30,000.00        |

## HARDWARE

| Description   | Product Identifier        | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|---|---------------------------|----------|-----------------|--------------|-----------------|------------------|
| Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)  | NPS-INF-ADT-FULL          | 6.00     | 2,000.00        |              | 2,000.00        | 12,000.00        |
| Connection cable 10m for Analog/ Digital cards                                  | NPS-NR-ANA-DIG-CABLE-10   | 6.00     | 89.00           |              | 89.00           | 534.00           |
| Moxa NPort 1port device server w/ (1)DB9M RS232 port & (1) 10/100 network port. | NPS-NR-MOXA-N-1           | 4.00     | 360.00          |              | 360.00          | 1,440.00         |
| Split Serial Cable RS232 10 meter (used for CDR)                                | NPS-NR-SPLIT-SERIAL-CABLE | 4.00     | 178.00          |              | 178.00          | 712.00           |

|                        |                   |
|------------------------|-------------------|
| <b>Total Software:</b> | <b>334,321.00</b> |
| <b>Total Hardware:</b> | <b>14,686.00</b>  |
| <b>Total Products:</b> | <b>349,007.00</b> |



**COMMITMENT REQUESTS**

## Commitment SW

| Description  | Services Identifier | Total Sell Price |
|--|---------------------|------------------|
| Commitment to deliver out of scope or R&D software | NPS-COMMITMENT-SW   | 1.00             |
| <b>Total Commitment:</b>                           |                     | <b>1.00</b>      |

**PROFESSIONAL SERVICES**

## EDUCATION SERVICES

| Description  | Service Identifier | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|--|--------------------|----------|-----------------|--------------|-----------------|------------------|
| NICE Inform Health Manager 1/2 day / 4 hour instructor led end user training for Basic / Operator users. Up to 6 students. Delivered remotely by default. T&E charged separately for on-site delivery                            | PS-TR-EU17-PS      | 1.00     | 1,600.00        |              | 1,600.00        | 1,600.00         |
| NICE Inform 2-day instructor led training for up to 6 students held at client site or remotely. Covers Verify, Monitor, Reconstruction, Organizer and Reporter, as well as administration applications. (Excludes Evaluator QA). | PS-TR-EU12-PS      | 2.00     | 6,400.00        |              | 6,400.00        | 12,800.00        |
| Instructor travel and expenses per trainer for 3 days  | PS-TR-INTE-03-PS   | 2.00     | 1,600.00        |              | 1,600.00        | 3,200.00         |
|  |                    |          |                 |              |                 | 17,600.00        |

## INSTALLATION/INTEGRATION

| Description  | Service Identifier | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|--|--------------------|----------|-----------------|--------------|-----------------|------------------|
| First day per person per week. For preparation, review etc.  | PS-IN-RPI31-PS     | 6.00     | 1,100.00        |              | 1,100.00        | 6,600.00         |
| Global T&E per person. Not required for remote installations. Please quote appropriate quantity of this item to cover all T&E costs. This item is non discountable | PS-IN-RPI38-PS     | 18.00    | 1,000.00        |              | 1,000.00        | 18,000.00        |
| Tech Implementation: First Recording System, up to 200 channels  | PS-TEC-IMP-03-PS   | 1.00     | 9,000.00        |              | 9,000.00        | 9,000.00         |
| Tech Implementation: Additional Recording System, Same Site, up to 48 channels   | PS-TEC-IMP-04-PS   | 1.00     | 1,000.00        |              | 1,000.00        | 1,000.00         |
| Tech Implementation: Additional Recording System, Same Site, up to 96 channels   | PS-TEC-IMP-05-PS   | 1.00     | 1,900.00        |              | 1,900.00        | 1,900.00         |
| Tech Implementation: Additional Recording System, Same Site, up to 200 channels  | PS-TEC-IMP-06-PS   | 1.00     | 3,900.00        |              | 3,900.00        | 3,900.00         |

| Description   | Service Identifier | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|---|--------------------|----------|-----------------|--------------|-----------------|------------------|
| Tech Implementation: Additional Recording System, Different Site, up to 48 channels   | PS-TEC-IMP-07-PS   | 2.00     | 2,300.00        |              | 2,300.00        | 4,600.00         |
| Tech Implementation: Additional Recording System, Different Site, up to 96 channels   | PS-TEC-IMP-08-PS   | 2.00     | 3,400.00        |              | 3,400.00        | 6,800.00         |
| Tech Implementation: Additional Recording System, Different Site, up to 200 channels  | PS-TEC-IMP-09-PS   | 4.00     | 5,100.00        |              | 5,100.00        | 20,400.00        |
| Installation of Stand-Alone or Resilient Primary Inform Server. Includes first 100 channels system configuration. Monday - Friday, 8 - 5 local time. For over 100 channels, item PS-IN-ASC07-PS needs to be bundled for channel configuration within NICE Inform  | PS-IN-ASC06-PS     | 1.00     | 2,100.00        |              | 2,100.00        | 2,100.00         |
| Installation/Configuration of CTI/CDR/CTD integration, per NIR Core   | PS-IN-ASC02-PS     | 8.00     | 2,100.00        |              | 2,100.00        | 16,800.00        |
| Additional channel system configuration in NICE Inform system installation or expansion, price per additional 50 channels. Bundle with PS-IN-ASC06-PS, PS-IN-ASC08-PS or PS-IN-ASC14-PS   | PS-IN-ASC07-PS     | 11.00    | 300.00          |              | 300.00          | 3,300.00         |
| Installation of Resilient Secondary Inform Server. Monday - Friday, 8 - 5 local time. Additional per channel configuration PS-IN-ASC07-PS is NOT required for Inform channels of resilient secondary Inform Servers.  | PS-IN-ASC08-PS     | 1.00     | 2,100.00        |              | 2,100.00        | 2,100.00         |
| Installation/Configuration of Trunk Radio integration per Core  | PS-IN-ASC30-PS     | 2.00     | 3,200.00        |              | 3,200.00        | 6,400.00         |
| Installation/Configuration of Encryption per Trunk Radio Core   | PS-IN-ASC31-PS     | 2.00     | 5,400.00        |              | 5,400.00        | 10,800.00        |
| Uplift for configuration of TEXT-911 Logger plus first driver integration.  | PS-IN-ASC34-PS     | 4.00     | 1,100.00        |              | 1,100.00        | 4,400.00         |
| Uplift for installation and configuration of NICE Inform Health Manager. Max 5 devices configured and 2 client workstations installed. Covers installation and configuration of NICE Inform Health Manager Server with up to 5 devices configured for monitoring and 2 client workstations installed. Includes device relay board client software installation if required. | PS-IN-ASC44-PS     | 1.00     | 1,100.00        |              | 1,100.00        | 1,100.00         |

| Description   | Service Identifier | Quantity | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price |
|---|--------------------|----------|-----------------|--------------|-----------------|------------------|
| Configuration of up to 5 additional devices for monitoring for existing NICE Inform Health Manager installation. Includes device relay board client software installation if required | PS-IN-ASC45-PS     | 2.00     | 600.00          |              | 600.00          | 1,200.00         |
|   |                    |          |                 |              |                 | 120,400.00       |

## PROJECT MANAGEMENT

| Description                 | Service Identifier | Quantity  | Unit List Price | Discount (%) | Unit Sell Price | Total Sell Price  |
|-----------------------------|--------------------|-----------|-----------------|--------------|-----------------|-------------------|
| Project Management Services | PS-PM-PM01-PS      | 36,900.00 | 1.00            |              | 1.00            | 36,900.00         |
|                             |                    |           |                 |              |                 | 36,900.00         |
| <b>Total Services:</b>      |                    |           |                 |              |                 | <b>174,900.00</b> |

|                     |                   |
|---------------------|-------------------|
| <b>Total Quote:</b> | <b>523,908.00</b> |
|---------------------|-------------------|

**Payment Schedule.** Contractor will invoice County upon completion and acceptance of each of the four Phases set forth below and County will pay to Contractor the four (4) payment amounts set forth below in accordance with the payment terms of the Agreement:

| Phase  | Payment Amount      |
|--|---------------------|
| <b>Phase 1</b> <ul style="list-style-type: none"> <li>Contract signing, Contractor purchases Hardware and holds Project Kick-Off Meeting.</li> </ul> | \$130,977.00        |
| <b>Phase 2</b> <ul style="list-style-type: none"> <li>Hardware and Software installed.</li> </ul>  | \$130,977.00        |
| <b>Phase 3</b> <ul style="list-style-type: none"> <li>Cutover/Go-Live</li> </ul>   | \$130,977.00        |
| <b>Phase 4</b> <ul style="list-style-type: none"> <li>Final Acceptance</li> </ul>  | \$130,977.00        |
| <b>Grand Total</b>   | <b>\$523,908.00</b> |

## B. Miami-Dade Transit Department

Summary for Annual Gold Level Maintenance and Support:

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/22 - 10/9/23</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$33,306.00        |
| <b>Total:</b>                               | <b>\$33,306.00</b> |

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/23 - 10/9/24</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$34,971.30        |
| <b>Total:</b>                               | <b>\$34,971.30</b> |

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/24 - 10/9/25</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$36,719.87        |
| <b>Total:</b>                               | <b>\$36,719.87</b> |

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/25 - 10/9/26</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$38,555.86        |
| <b>Total:</b>                               | <b>\$38,555.86</b> |

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/26 - 10/9/27</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$40,483.65        |
| <b>Total:</b>                               | <b>\$40,483.65</b> |

### C. Miami-Dade Police Department

Summary for Annual Gold Level Maintenance and Support:

| Miami-Dade Police Department                           | Amount              |
|--|---------------------|
| <b>Maintenance Term: 10/10/22 - 10/9/23</b>            |                     |
| ICFB Gold 24/7 Annual Maintenance and Support          | \$45,274.00         |
| DPCC Annex Gold 24/7 Annual Maintenance and Support    | \$20,787.00         |
| DPCC 5680 Gold 24/7 Annual Maintenance and Support     | \$8,191.00          |
| Lightspeed Gold 24/7 Annual Maintenance and Support    | \$76,661.00         |
| Health Checks Gold 24/7 Annual Maintenance and Support | \$44,753.00         |
| <b>Total:</b>  | <b>\$195,665.00</b> |

**New Maintenance Rate Will Apply on Anniversary of Next Renewal (Yr 2023+)**

| Miami-Dade Police Department  | Amount              |
|---|---------------------|
| SP-CO-MAIN05-PS Gold 24/7 Maintenance and Support 10/10/23 - 10/9/24* | \$211,390.00        |
| PS-VAS-SYSHEALTH-PS Health Checks 10/10/23 - 10/9/24                  | \$46,991.00         |
| <b>Total:</b>   | <b>\$258,381.00</b> |

| Miami-Dade Police Department   | Amount              |
|--|---------------------|
| SP-CO-MAIN05-PS Gold 24/7 Maintenance and Support 10/10/24 - 10/9/25 | \$241,588.00        |
| PS-VAS-SYSHEALTH-PS Health Checks 10/10/24 - 10/9/25                 | \$49,340.00         |
| <b>Total:</b>  | <b>\$290,928.00</b> |

| Miami-Dade Police Department   | Amount              |
|--|---------------------|
| SP-CO-MAIN05-PS Gold 24/7 Maintenance and Support 10/10/25 - 10/9/26 | \$253,667.00        |
| PS-VAS-SYSHEALTH-PS Health Checks 10/10/25 - 10/9/26                 | \$51,807.00         |
| <b>Total:</b>  | <b>\$305,475.00</b> |

| Miami-Dade Police Department   | Amount              |
|--|---------------------|
| SP-CO-MAIN05-PS Gold 24/7 Maintenance and Support 10/10/26 - 10/9/27 | \$266,351.00        |
| PS-VAS-SYSHEALTH-PS Health Checks 10/10/26 - 10/9/27                 | \$54,398.00         |
| <b>Total:</b>  | <b>\$320,748.00</b> |

**Option to Renew Term:**

### A. Miami-Dade Transit Department

Summary for Annual Gold Level Maintenance and Support:

| Miami-Dade Transit                          | Amount             |
|---|--------------------|
| <b>Maintenance Term: 10/10/27 - 10/9/28</b> |                    |
| Gold 24/7 Annual Maintenance and Support    | \$42,507.83        |
| <b>Total:</b>                               | <b>\$42,507.83</b> |

| Miami-Dade Transit                          |  | Amount             |
|---|--|--------------------|
| <b>Maintenance Term: 10/10/28 - 10/9/29</b> |  |                    |
| Gold 24/7 Annual Maintenance and Support    |  | \$44,633.23        |
| <b>Total:</b>                               |  | <b>\$44,633.23</b> |

**B. Miami-Dade Police Department**

Summary for Annual Gold Level Maintenance and Support:

| Miami-Dade Police Department |  | Amount              |
|------------------------------|--|---------------------|
| SP-CO-MAIN05-PS              | Gold 24/7 Maintenance and Support 10/10/27 - 10/9/28 | \$279,668.00        |
| PS-VAS-SYSHEALTH-PS          | Health Checks 10/10/28 - 10/9/29                     | \$57,117.00         |
| <b>Total:</b>                |  | <b>\$336,785.00</b> |

| Miami-Dade Police Department |  | Amount              |
|------------------------------|--|---------------------|
| SP-CO-MAIN05-PS              | Gold 24/7 Maintenance and Support 10/10/28 - 10/9/29 | \$293,652.00        |
| PS-VAS-SYSHEALTH-PS          | Health Checks 10/10/27 - 10/9/28                     | \$59,973.00         |
| <b>Total:</b>                |  | <b>\$353,625.00</b> |

**ATTACHMENT 1 – DELIVERABLE ACCEPTANCE FORM****PHASE 1 – CONTRACT SIGNING, CONTRACTOR PURCHASES HARDWARE AND HOLDS PROJECT KICK-OFF MEETING****PROJECT: Inform 10 Elite Upgrade**

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 MDPD and the Contractor. This document constitutes full acknowledgement by MDPD of acceptance and delivery of the deliverable detailed below.

**DELIVERABLE NAME:** Contract signing, Contractor purchases Hardware and holds Project Kick-Off Meeting.

**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 – DELIVERABLE ACCEPTANCE FORM****PHASE 2 – HARDWARE AND SOFTWARE INSTALLED****PROJECT: Inform 10 Elite Upgrade**

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 MDPD and the Contractor. This document constitutes full acknowledgement by MDPD of acceptance and delivery of the deliverable detailed below.

**DELIVERABLE NAME: Hardware and Software Installed****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 – DELIVERABLE ACCEPTANCE FORM****PHASE 3 – CUTOVER/GO-LIVE****PROJECT: Inform 10 Elite Upgrade**

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 MDPD and the Contractor. This document constitutes full acknowledgement by MDPD of acceptance and delivery of the deliverable detailed below.

**DELIVERABLE NAME: Cutover/Go-Live****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 – DELIVERABLE ACCEPTANCE FORM****PHASE 4 – FINAL ACCEPTANCE****PROJECT: Inform 10 Elite Upgrade**

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 MDPD and the Contractor. This document constitutes full acknowledgement by MDPD of acceptance and delivery of the deliverable detailed below.

**DELIVERABLE NAME: Final Acceptance****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 2 – CHANGE ORDER REQUEST FORM**

| Customer Information  |   |
|---|---|
| <b>Fully-Executed SOW</b>                                     | Fully Executed SOW dated: _____ for OP-00281619 |
| <b>NICE Engagement Number</b>                                 |   |
| <b>Customer Entity Name</b>                                   | Miami Dade County                               |
| <b>Site Address (i.e. where installation will take place)</b> |   |
| <b>Customer Contact Name</b>                                  |   |
| <b>Customer Contact Phone Number</b>                          |   |

Date Requested: \_\_\_\_\_

Requested by: \_\_\_\_\_

Date Desired: \_\_\_\_\_

Priority Requested: (check one)

☐ High☐ Medium☐ Low

Software Release / Version: \_\_\_\_\_

Change Overview:

&lt;&lt;Explain in detail the change in scope of Services or Product under the Change Order&gt;&gt;

| Part Number                       | Product or Services Description   | Quantity            | Unit Cost                       | Extended Fees              |
|-----------------------------------|-----------------------------------|---------------------|---------------------------------|----------------------------|
| <<Insert Part Number from quote>> | <<Insert description from quote>> | <<Insert quantity>> | <<Insert Unit Cost from quote>> | <<Insert fees from quote>> |
|                                   |                                   |                     |                                 |                            |
|                                   |                                   |                     |                                 |                            |
| Other Items For Consideration:    |                                   |                     |                                 |                            |

Except as modified by this Change Order, the SOW will remain in full force and effect; In the event of a conflict between the terms of the SOW and the terms of this Change Order, the terms of the Change Order will govern. All Services will be invoiced upon completion.

The Parties have caused this Change Order to be executed by their respective authorized signatories as of the date first set forth below.

NICE Systems, Inc.

Miami Dade County

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

NICE Systems, Inc.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_