

Date: April 21, 2026

Agenda Item No. 8(P)(2)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Recommendation for Approval to Award a Non-Competitive Legacy Contract for
Communication Lifecycle Management

Summary

This item seeks approval to award a contract for Communication Lifecycle Management services for the Communications, Information and Technology Department (CITD). This replacement contract will allow CITD, on behalf of all County departments, to continue utilizing Telecom Expense Management (TEM) solution services, provided by Tangoe US, Inc. (Tangoe). In October 2020, the County acquired the Tangoe TEM software solution via a competitive Request for Proposals, and it has since been implemented and integrated into the County's telecom and INFORMS systems.

The County relies heavily on the current TEM solution to manage and administer the County's extensive telecom portfolio, which encompasses more than 34,000 landlines, associated circuitry, and 19,000 mobile devices (cell phones, tablets, and mobile internet connected devices). TEM delivers critical capabilities, including inventory management, vendor chargebacks, and invoice reconciliation, while also integrating with the County's INFORMS system to strengthen oversight of telecom assets, provide historical invoice retention and compliance. Doing so reduces the risks of unauthorized usage and security breaches, enhances network performance through usage tracking and data analysis for optimized configurations, and ensures accurate inventory management. In addition to providing the software, the replacement contract has been negotiated to include audit and management optimization services that are anticipated to yield additional savings through audits of active telecommunication services.

Continuing with the software solution provider, Tangoe, allows the County to leverage the investments in technology, identify ongoing cost savings, ensure security and data privacy compliance, and maintain tailored functionalities that are critical to the County's telecom management needs. In addition, the audit and management optimization services include vendor spend auditing, validation, and inventory reconciliation. This benefit offers the County a minimum savings of \$300,000 for the life of the contract with the potential for additional cost savings and cost avoidance generated from the audits conducted and implemented recommendations throughout the five-year term.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive legacy contract pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code (Code), and approve award of *Contract No. L-10594, Communication Lifecycle Management*, to Tangoe in the amount of \$1,500,000 for a five-year term for CITD on behalf of all County departments. This contract will replace *Contract No. EPPRFP-01103*, approved under delegated authority for a five-year term in the amount of \$980,000 on October 7, 2020.

Background

This contract provides TEM services that support the management and administration of the County's telecommunication assets, billing, cost allocation, and optimization for approximately 34,000 wired landlines and 19,000 mobile devices. These services also include ongoing system customization, integration with the County's internal financial and operational systems, reporting, and support services to ensure accurate oversight of the County's telecom expenditures, which are projected to exceed \$16,000,000 annually. The TEM solution enables the County to effectively track and manage telecom

inventory, reconcile and validate carrier billing, and identify cost savings opportunities based on device usage.

Competition for these services is not practicable at this time, as Tangoe is the proprietary owner of this software and is the only vendor authorized to provide the maintenance, technical support, and related services required by the County. The County has invested in an enhanced configuration of the Tangoe platform to support operational workflows, including direct integration with the County's INFORMS system. Market research revealed that there are other providers of similar services; however, the customized integrations with the County's systems are proprietary to Tangoe and would require substantial time and resources to replicate with another provider. Replacement of the existing TEM System is estimated to cost between \$2.5 million to \$3 million, not including additional costs associated with implementation, staff training, system customization, data migration, or the ongoing management and support services that would be required to ensure operational continuity. Maintaining the current system for an additional five-year term represents the most cost-effective and operationally prudent option. Replacing the current solution would further result in potential system downtime. Any migration would also require both platforms to operate in parallel during transition, increasing the risk of instability, delays in telecom asset management, inaccurate chargebacks, and billing discrepancies across departments and Constitutional offices. In addition, transitioning would require at least two full-time staff dedicated to the migration effort. It should be noted that Tangoe has agreed to provide uniquely negotiated efficiency enhancements as part of this renewal, including expanded audit and management optimization services. Based on historical performance and projected outcomes, these enhancements are expected to generate a minimum of \$300,000 in savings over the life of the contract, with the potential for additional cost savings and cost avoidance resulting from ongoing audit activities.

Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the Code to continue providing the needed TEM licenses, maintenance, and support services. The availability and feasibility for competition will be continually monitored to ensure the need for future legacy purchases is reduced or eliminated as soon as practicable.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$1,500,000. The current contract expires on April 30, 2026, and has a current cumulative allocation of \$1,047,953. The requested increase is based on the negotiated costs of maintaining core services. The audit and management optimization services to be completed within the first year is projected to generate a minimum guaranteed savings of at least \$300,000 over the term of the contract, with additional opportunities for identifying savings throughout the five-year term.

Department	Allocation Requested	Funding Source	Budgeted*	Contract Manager
CITD	\$1,500,000	Internal Service Funds	FY 25-26 Proposed Budget, Volume 3, Page 276, Other Operating	Adriana Rodriguez Vargas
Total	\$1,500,000			

*The Adopted Budget Book was not finalized at the time this item was drafted. Therefore, the budget information above is based on the Proposed Budget Book.

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Division Director.

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 or extensions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor is non-local; however, extending this contract is in the best interest of the County due to the continued need for these specialized services. The unique and highly technical nature of this contract requires a vendor with specific expertise and capabilities that are not available locally.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Tangoe US, Inc.	8888 Keystone Crossing Suite 1300 Indianapolis, IN	None	0	Peter Chung
			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 SPD’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.

Pursuant to Resolution No. R-252-25, extensive efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition. The recommended vendor was not identified on any active contracts that meet the scope of services required by the County, so no comparable competitive contracts could be accessed

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference applied to the original competitive solicitation.
- The Living Wage Ordinance does not apply.



Carladenise Edwards
 Chief Administrative Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(2)

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 ____, majority plus one ____, 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) ____, 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(P)(2)
4-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-COMPETITIVE LEGACY CONTRACT NO. L-10594, COMMUNICATION LIFECYCLE MANAGEMENT, PURSUANT TO SECTION 2-8.1(B)(2) OF THE CODE OF MIAMI-DADE COUNTY, TO TANGOE US, INC. IN THE AMOUNT OF \$1,500,000.00 FOR A FIVE-YEAR TERM FOR THE COMMUNICATIONS, INFORMATION AND TECHNOLOGY DEPARTMENT ON BEHALF OF ALL COUNTY DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, 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 authorizes the award of a non-competitive legacy contract pursuant to section 2-8.1(b)(2) of the Code of Miami-Dade County to Tangoe US, Inc. in the amount of \$1,500,000.00 for a five-year term for Contract No. L-10594, Communication Lifecycle Management, in substantially the form attached hereto and made a part hereof, for the Communications, Information and Technology Department on behalf of all County departments.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of April, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

YEM

Yuval E. Manor

Contract Title Communication Lifecycle Management
Contract No.L-10594

THIS AGREEMENT for the provision of Communication Lifecycle Management, made and entered into as of this _____ day of _____ by and between Tangoe U.S., Inc. , a corporation organized and existing under the laws of the State of Delaware, having its principal office at 8888 Keystone Crossing, Suite 1300, Indianapolis, IN 46240 (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 and the Contractor have agreed to establish this Agreement for Communication Lifecycle Management from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Communication Lifecycle Management for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) Savings Guarantee Addendum, (v) all other appendices and attachments hereto, and (vi) all amendments issued hereto.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Tangoe U.S., Inc. and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) 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.
- g) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- h) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- i) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- j) The words "Service" or "Services" to mean the provision of Communication Lifecycle Management services in accordance with the Scope of Services.
- k) 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.
- l) 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 52, 2) Appendix A, and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

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

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. 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.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) 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.
- e) 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 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. Any such agreed upon changes to the Services shall be pursuant to a fully executed change order or amendment to the Agreement.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the 60th month, thereafter. 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. In the event that the County extends this contract for up to one hundred eighty (180) calendar days, compensation due to Contractor for the extended term will be based on a pro-ration of the fees described in Appendix A, calculated on a monthly basis. 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, and upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. 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) by courier service personally; (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: Kawal Kaimchan

Miami-Dade County
Information Technology Department
Attention: Kawal Kaimchan
Address: 5680 SW 87 Avenue, Miami, FL 33173-1618
Phone: (305) 596-8714
E-mail: kawal.kaimchan@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Tangoe U.S., Inc Attention: Robert Atelli
Address: 8888 Keystone Crossing, Suite 1300, Indianapolis, IN 46240
Phone: (817) 781-2985
E-mail: Robert.Aitelli@tangoe.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 7. 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, shall be paid in accordance with Appendix B. 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 Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as it pertains 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.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of an applicable ordering schedule, unless the services provided under such schedule are changed upon mutual written agreement of the parties.; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. 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 B. 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 2-8.1.1.1.1 and 2-8.1.1.1.2 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:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:

Miami-Dade County, Finance Department
111 NW 1st Street
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to:
Information Technology Department

5680 SW 87 Avenue Miami, FL 33173-1618 Attention: Kawal Kaimchan

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors. 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 Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$1,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate.

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 (5) 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 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all 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.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all 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.
- c) 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 of its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. 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 13. 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 14. DISPUTE RESOLUTION PROCEDURE

- a) The County agrees to provide Contractor with written notice within sixty (60) days of becoming aware of a dispute under this Contract, including a dispute in which the County believes that any product or service does not conform to the Scope of Services and/or Service Level Agreement contained in this Agreement. The written notice must contain sufficient detail of the issue(s) the County contends are in dispute. Contractor will provide a written response to County that will include either a justification or a proposal addressing the issues presented in County's notice. The parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in County's notice. The County agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Contractor's appointed senior representative.
- b) Senior representatives will meet at the County's office within sixty (60) days of the written dispute notice, unless otherwise agreed.
- c) The final stage of senior representative engagement shall involve, on the County side, the County Mayor, or his or her designee(s), who shall consult with a representative with knowledge of the dispute in question from the end user, the Information Technology Department, of the services provided under the Agreement, whose conclusion shall be considered the final conclusion of the County. If the parties fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this Article shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) 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 16. 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 (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The County shall ensure that the audit process does not disrupt Contractor's business and shall

be conducted no more than once annually and with a minimum of thirty (30) days' notice.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. 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.

Notwithstanding the foregoing, Contractor shall not be required to provide County with access or ability to view records or processes relating to Contractor's proprietary back end tools, belonging to Contractor's other customers, not directly related to the Services provided to County, or in violation of applicable laws or Contractor's confidentiality obligations owed to a third party.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified in the Scope of Services, 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 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Neither Party shall 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 other party, which shall not be unreasonably withheld or delayed.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) 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.
- b) 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. The County agrees that Contractor may use the processors identified in Exhibit A (Tangoe Processor Table) to this Agreement when Contractor reasonably determines it necessary for the provision of the Services (collectively, "Processors"). County agrees that Contractor may transfer County data, including Personal Data, across a country border to the Processors and may, upon notice to County, vary this list of Processors when it reasonably determines it necessary for the provision of the Services.
- c) 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.
- d) 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.
- e) 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 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.

ARTICLE 21. 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 22. 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 23. TERMINATION AND SUSPENSION OF WORK

- a) 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 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective ninety (90) days after the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a)(ii) 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.
- d) The foregoing notwithstanding, if the Contractor 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.
- e) 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.

- f) 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
 - ii. 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.
- g) All compensation pursuant to this Article are subject to audit.
- h) 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 24. EVENT OF DEFAULT

- a) 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 39.
- b) 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, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. 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) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. 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 be liable for all damages resulting from the default, including but not limited to:

- a) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) 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, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all 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, and the like, in the course of performance or completion of, or in any way 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 claim, demand, cause of action, debt, or liability.
- d) 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 respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) 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.

ARTICLE 28. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement 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.

- b) 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 other 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, each Party agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.
- d) County acknowledges that in the course of performance of its obligations pursuant to this Agreement, it may obtain Confidential Information of Contractor or its Affiliates. "Confidential Information" means all nonpublic information, including, but not limited to, trade secrets, know-how, techniques, processes, developments, inventions, products, services, samples, financial, business, pricing, sales or technical information, scripts, computer code, names of customers, suppliers or strategic partners, terms of this Agreement, negotiations or proposals, and other information disclosed in furtherance of the relationship between the parties:
(a) in written or other tangible form and marked "Confidential" or with words of similar import; (b) orally or visually and identified as confidential or proprietary information at the time of disclosure.
- e) County and the Contractor hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

ARTICLE 29. 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 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent

of the County, use such 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.

- b) Except as otherwise provided in subsection a above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a limited, revocable, non-exclusive, non-transferable right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. County will access Contractor's Proprietary Software using username and passwords. User names and passwords will only be issued to employees of the County, or third parties that Contractor approves in writing. Contractor reserves the right to refuse issuing user names and passwords to such third parties that Contractor deems to be direct competitors of Contractor. In addition, the County may access Contractor's Proprietary Software using specific static Internet protocol (IP) addresses. The County shall be solely responsible for issuing, controlling and monitoring use of user names, passwords and static IP addresses and shall take all reasonable steps to safeguard user names and passwords and access to any such static IP address. The County shall immediately notify Contractor of any unauthorized disclosure or use of the passwords or access to Contractor's Proprietary Software or the need to deactivate passwords and provide to Contractor its reasonable cooperation to remedy such unauthorized disclosure or use. Passwords are subject to cancellation or suspension by Contractor upon the misuse of passwords by the County
- c) The County may only use Contractor's Proprietary Software for the County's own internal use for the term defined in the applicable Schedule, solely in connection with the County's own internal business activities. The County shall not, and shall not knowingly allow third parties, to: (i) download or copy Contractor's Proprietary Software or otherwise reproduce Contractor's Proprietary Software or any portion thereof, except as expressly authorized by Contractor (provided, however, that the County may download any reports or data), (ii) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of Contractor's Proprietary Software, (iii) permit, rent, sell, lease, assign, resell, license, sublicense, distribute or otherwise transfer the use of or access to Contractor's Proprietary Software for use by third parties, (iv) use Contractor's Proprietary Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, or (v) create, write or develop any derivative technology or software program based on Contractor's Proprietary Software or any confidential information belonging to Contractor.
- d) Contractor retains ownership of Contractor's Proprietary Software and the Services and all related Intellectual Property Rights. Contractor reserves all rights not expressly granted to the County in this Agreement. The County recognizes that Contractor's Proprietary Software has substantial monetary value and is considered a trade secret containing confidential information belonging to Contractor. The County shall ensure that any identification labels or legal notices contained in any aspect of Contractor's Proprietary Software are not modified, suppressed or in any other way made inconspicuous. The County acknowledges that Contractor's Proprietary Software is at times dependent upon the operating system of the device and that not all features are available on all device operating systems.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) **Supplier/Vendor Registration**
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, 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 commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

- b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, 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 Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. 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 from and with 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 33. 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) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) 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).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) 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.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) 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).
- 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) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- 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

programs”.

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 "i" through "o" 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 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. FORCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. 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 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but 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, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. DATA PRIVACY AND SECURITY

- a) Undertaking by the Contractor. Without limiting the Contractor's obligation of confidentiality as further described herein, the Contractor will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the County's Data; (b) protect against any anticipated threats or hazards to the security or integrity of the County's Data; (c) protect against unauthorized disclosure, access to, or use of the County's Data; (d) ensure the proper disposal of County Data; and, (e) ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.
- b) Unauthorized Access. The Contractor will use commercially reasonable efforts to prohibit access to County Systems, in whole or in part, whether through the Contractor's Systems or otherwise.
- c) Contractor's Systems. The Contractor will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for the Contractor to access the County Systems or otherwise in connection with the SaaS Services ("Contractor's Systems").

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees

that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 46. REPRESENTATIONS AND LIMITED WARRANTIES

46.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- a) It is duly organized, validly existing in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction or incorporation, organization or chartering;
- b) It has, and throughout the term and any renewal terms during which it does or is required to perform the SaaS Services will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder;
- c) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and
- d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar laws affecting creditors' rights generally and by general equitable principles.

46.2 Additional Contractor Warranties. The Contractor represents, warrants and covenants to the County that:

- a) it is in the business of providing SaaS Services
- b) it is the lawful licensee or owner of the SaaS Services (excluding any County Data therein) and has all the necessary rights in the SaaS Services to grant the use of the SaaS Services to the County;
- c) The Licensed Software and Services will substantially conform to and perform in accordance with the Documentation and all requirements of this Agreement;
- d) It will use its best efforts to ensure that no Disabling Code is introduced onto the County's computing and network environment by the SaaS Services; and
- e) It will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgement consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet the Contractor's obligations under this Agreement.

46.3 Additional County Warranty. The County represents, warrants, and covenants to the Contractor that:

- a) The County owns or otherwise has and will have the necessary rights and consents in and relating to the County Data so that, as received by the Contractor and Processed in accordance with this Agreement, the County does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.
- b) Prior to the County's delivery to the Contractor of any County Data that is outside of the Contractor's Systems, the County shall use current industry state-of-the-art anti-virus measures to detect, prevent and remove Disabling Code, and to prevent the spread of Disabling Code between the parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

46.4 DISCLAIMER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ARTICLE 46.1, ARTICLE 46.2 AND ARTICLE 46.3, ALL SERVICES AND CONTRACTOR MATERIALS ARE PROVIDED "AS IS" AND CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD

PARTY MATERIALS IS STRICTLY BETWEEN THE COUNTY AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ARTICLE 47. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Exhibit A- Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 49. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. A PARTY'S LIABILITY TO THE OTHER SHALL NOT EXCEED THE GREATER OF (A) 2 TIMES THE AMOUNTS PAID OR PAYABLE BY THE COUNTY TO THE CONTRACTOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$1,500,000. THE FOREGOING LIMITATION SHALL APPLY EVEN IF COUNTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS ARTICLE SHALL NOT APPLY TO (I) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (II) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 51. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 52. SURVIVAL

MDC027

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.

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MDC028

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: DocuSigned by:
Frank Calandra
DEB06BCA13A5456...

(Signature)

By: _____
(Signature)

Name: Frank Calandra

Name: for
Daniella Levine Cava

Title: VP Global Controller

Title: Mayor

Date: 12/09/2025

Date: _____

Attest: Signed by:
[Signature]
E1678333596241E...

Corporate Officer

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Initial
FC

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

[Signature]

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Audit and Optimization Services Addendum

1. Scope:

Audit and optimization services, as described in this Addendum, will be provided for Customer's spend and vendors (each a "Vendor") as described herein:

- AT&T with approximately \$6.3M in annual mobile spend and \$9.6M in annual fixed wireline spend
- Comcast with approximately \$200k in annual fixed wireline spend
- Crown Castle with approximately \$200k in annual fixed wireline spend
- Other Vendors as the parties may mutually agree as set forth in a Change Order executed by the parties

2. Definitions.

- A. **"Audit Savings"** are defined as all credits and/or refunds identified by Tangoe for recovery from the Vendor as a direct result of the Services performed by Tangoe pursuant to this addendum (e.g. incorrect one-time charges or missed one-time credits). A single Audit Savings find may result in both one-time credits and go forward cost avoidance (e.g. billing errors - Tangoe identifies a charge for a disconnected circuit that is still being billed at a monthly rate of \$5,000.00. The disconnect order reflects a bill stop date of November 30, 2024. Tangoe identifies the error effective with the March 31, 2025 invoice and issues credit dispute on behalf of Customer). Audit Savings recognition for this example would be as follows:
- One-time historical credit – 4 months x \$5,000 = \$20,000
 - Future cost avoidance – 12 months x \$5,000 = \$60,000
- B. **"Optimization Savings"** is defined as go-forward cost avoidance or go-forward savings opportunities identified with the Vendor as a direct result of the Services performed by Tangoe pursuant to this addendum. If Tangoe finds Optimization Savings, Customer will be notified to determine if Customer wants Tangoe to pursue such savings. If the Optimization Savings are approved by Customer, the Optimization Savings (for purposes of calculating Tangoe's contingency fee) shall be the monthly savings multiplied by twelve (representing twelve months of savings). For optimization opportunities that involve new or amended vendor contracts, Optimization Savings will be calculated based on the savings reflected in the comparison of the current baseline rates to the pro forma effect over the coming twelve (12) months of the Vendor proposed go-forward rates, pricing, and cash value of all credits applied.
- C. **"Identified Savings"** are Audit Savings and/or Optimization Savings presented to Customer by Tangoe for review and approval.
- D. **"Approved Savings"** are Audit Savings and/or Optimization Savings identified by Tangoe and approved by Customer and/or Vendor, as applicable
- E. **"Realized Savings"** are Audit Savings and/or Optimization Savings actually received by Customer from the Vendor and validated by Tangoe.
- F. **"Required Consents"** are letters of agency/authorization and Vendor required non-disclosure agreements authorizing Tangoe, as applicable, to retrieve and change billing media on behalf of Customer.
- G. **"Vendor Contract"** is each Vendor's master service agreement containing relevant amendments, attachments, exhibits, rate schedules, and spreadsheets of rates discounted for telecommunication services from a central contract.

3. Services.

- A. **Tangoe Responsibilities.** Tangoe shall:
1. Work with Customer's assigned point of contact, and Vendor account representatives, to obtain billing and inventory records for the audit and optimization project.
 2. Take the lead on all aspects of the audit and optimization project, including project management, analysis, and Vendor interaction.
 3. Review Customer's Vendor invoices and associated Vendor contracts and tariffs to identify billing errors and overpayments by Customer.
 4. Submit written claims to Vendors documenting billing errors and/or overpayments on Customer's behalf.
 5. Interface with Customer's Vendors to resolve Tangoe identified claims for errors and/or overcharges and collect the associated refunds/credits due to Customer.
 6. Submit optimization savings recommendations to Customer that can result in ongoing cost reductions.
 7. Verify that the expense reduction and or credit are reflected in Vendor's subsequent billing.

8. Submit to Customer a “**Savings Tracker**” report which will detail the new Audit and Optimization Savings opportunities and the current status of previous submissions. The Savings Tracker report will be provided and reviewed during status calls that will be held periodically as agreed to between Tangoe and Customer.

B. Customer Responsibilities. Customer shall:

1. Assign a single point of contact for the audit and optimization project. This individual will attend necessary status calls, assist in securing the necessary documentation, and assist in identifying additional Customer resources as required.
2. Provide to Tangoe, in a timely manner, all applicable Vendor electronic invoices, and/or access to Vendor online billing systems, Vendor Contracts, and current Vendor pricing proposals.
3. Provide appropriate Vendor contact information
4. Promptly execute all Required Consents.
5. As needed, participate in audit and optimization discussions with Vendors.
6. As applicable and required, provide the following information to Tangoe:
 - a. Scanned invoice copies
 - b. Details on billing disputes filed with all Vendors in the scope of the agreement
 - c. Scanned copies of executed Vendor Contracts and amendments
 - d. WAN Network Diagrams (including SONET, DWDM) for large/complex sites
 - e. Internal Circuit Inventory databases (Excel, Access, etc.) and/or Vendor inventory sheets
 - f. Vendor spend tracking/commitment reports and stewardship reports
 - g. Wireless rate plans, inventories, and mobile device use policies
 - h. Carrier billing web portal log-ins
 - i. Contact lists for in-scope Vendors
 - j. LD usage call detail and fixed cost CDs
 - k. Telecom spend General Ledger data
 - l. Current location/real estate list
 - m. Information on any network service migrations or major network reconfigurations technology changes
7. Ensure that no other third party is auditing Customer’s telecom services while Tangoe is performing its audit.
8. Provide written approval for or dispute Tangoe’s audit and optimization findings and recommendations within ten (10) business days of receipt of such findings and recommendations.

3. Additional Terms.

- A. During the Term, lifecycle audit services, if any, will be suspended for in-scope Vendors processed by the TEM system until such a time as the Tangoe Advisory Services team has completed its Services for each Vendor under this addendum.
- B. All Tangoe claims representing billing errors and/or overcharges remain Tangoe’s exclusive intellectual property until a settlement is accepted by Tangoe on behalf of Customer.
- C. If Customer does not either approve or dispute such findings and recommendations within such ten (10) business day period, Tangoe, at its option, may take reasonable actions to facilitate its completion of this Schedule (e.g. escalation with Customer contacts etc.)
- D. If Customer rejects or elects not to implement Tangoe recommendations for savings when presented in writing, no fee shall be assessed at that time. However, if Customer should decide to implement said recommendations within twenty-four (24) months from the date of said recommendations, Customer hereby agrees to pay the appropriate fee to Tangoe as described in this Schedule.
- E. If Customer terminates this Agreement, Schedule or Addendum for any reason other than Tangoe’s uncured breach, or Tangoe terminates for Customer’s uncured breach, Customer then shall be liable to Tangoe for, in the case of a contingency fee, the greater of \$200/hour times the hours expended on the project or the full contingency fee associated with all Audit and Optimization Savings identified through that date of such termination.
- F. Tangoe shall invoice Customer for its fees when requested credits are approved by the Vendor and validated by Tangoe as received by the Customer. Tangoe shall invoice for go-forward savings when recommendations are approved by Customer, and implementation is validated by Tangoe.
- G. Site visits by Tangoe, or a Tangoe third party, are not included in the scope of services. The Parties may execute a separate schedule to cover site visits as the Parties may mutually agree.

4. Exclusions.

- a. **Audit Exclusions.** Any recent or ongoing telecom services billing dispute claims by Customer, its Vendors or other third parties (the “Audit Exclusions”) must be documented as of the Schedule Effective Date, in detail, to include at a minimum

the information specified below. All Audit Exclusions must be provided to Tangoe no later than five (5) business days from at the Kick-off, or otherwise as mutually agreed by the Parties.

Vendor	BTN/Account #	Billing Period	Issue	Date Submitted to Vendor

- b. **Optimization Exclusions.** Any recent or ongoing telecom services optimization activities by Customer, its Vendors or other third parties (the "Optimization Exclusions") must be documented as of the Schedule Effective Date, in detail, to include at a minimum the information specified below. All Optimization Exclusions must be provided to Tangoe no later than five (5) business days from at the Kick-off, or otherwise as mutually agreed by the Parties.

Vendor	Service/BTN or Account # (as applicable)	Description of Optimization Activity

APPENDIX B – PRICE SCHEDULE

Service Profile	Minimum Monthly Fee	Additional Fees
Tangoe One Platform:		
Telecom Platform Services	\$4,300	<ul style="list-style-type: none"> • 1.00% of County's annual Telecom Spend in excess of \$14,000,000
Mobile Platform Services	\$5,000	
Cloud Platform Services	Included	<ul style="list-style-type: none"> • Included
Unified Communication as a Service (UCaaS)	\$15,400	<ul style="list-style-type: none"> • \$0.22 per user in excess of 70,000 users.
TOTAL MINIMUM MONTHLY FEES	\$24,700	
<i>*Includes all applicable Mobile software licenses and managed services. Pricing based on provided line counts. Actual billed amount will be the greater of: (i) the Minimum Monthly Fee or (ii) total devices under management at date of invoice.</i>		

Tangoe Advisory Fees

Audit and Optimization Services. In addition to the fees set forth in the table above, Tangoe's compensation for the Initial Audit and Optimization Services described on Audit and Optimization Services Addendum will be a one-time contingency fee of 20% of Realized Savings resulting from the optimization and audit findings recommended by Tangoe and approved by Customer for implementation with the Vendor. Optimization and Audit findings, savings, and calculation of Tangoe's contingency fees will be maintained in a report delivered to Customer ("**Savings Tracker**"). Tangoe shall invoice Customer for its fees when requested credits are approved by the Vendor and validated by Tangoe as received by the Customer. Tangoe shall invoice for go-forward savings when recommendations are approved by Customer, and implementation is validated by Tangoe.

APPENDIX C – SAVINGS GUARANTEE ADDENDUM

- A. By the end of the Measurement Period, Tangoe will find Savings for Customer equal to the Savings Target. If Customer’s Savings (defined below) on Customer’s fixed and/or mobile Vendor telecommunications services do not exceed the Savings Target (defined below) during the Measurement Period (defined below), then Tangoe will issue Customer an invoice credit for the difference between the Savings Target and the Savings achieved within the Measurement Period, such credit will be applied in equal monthly installments over the next 48 months of the Term of the Schedule.
- B. Savings can be generated as the result Lifecycle services as well as the following in-scope cost reduction activities:
 - 1. Audit and Optimization Services Addendum
- C. In order to exercise its rights under this Savings Guarantee, Customer must provide Tangoe with each of the following items within seven (7) days following the Schedule Effective Date:
 - 1. Vendor portal access (preferred) or three months of detailed invoice information for all Vendors; and
 - 2. Vendor Contracts, including addenda, statements of work, rate schedules, and amendments for services and/or equipment.In the event that Customer does not provide the above listed items in a timely manner, then the Savings Target shall be reduced by 15% for each month Customer has not provided Tangoe with all of the above referenced items.
- D. Customer may exercise its rights under this Savings Guarantee only if:
 - 1. Customer has not dropped Vendors, nor materially changed the spend, services or devices with each Vendor;
 - 2. Customer loads at least \$16M in annual fixed and mobile spend into the Platform throughout the Measurement Period;
 - 3. The vendors in scope for services under Audit and Optimization Addendum as assessed by Tangoe, remain materially unchanged, representing approximately \$16M in annual spend; and
 - 4. Customer cooperates with Tangoe to conduct all in-scope audit, optimization, and/or contract negotiation engagements within the Measurement Period as defined in relevant Exhibits.

Definitions:

Savings	For Lifecycle services and Advisory Audit and Optimization Services, Savings includes the one-time credits and/or the monthly go-forward value associated with Audit Savings and Optimization Savings identified during the measurement period times 12 months.
Savings Target	\$300,000
Measurement Period	The first 12 months of the Initial Term of this Schedule

**Exhibit 1 to Appendix A. Scope of Services
Savings Identification, Calculation and Compensation Methodology**

1. Purpose

The purpose of this Exhibit is to clearly define:

- What constitutes core services versus value-added savings initiatives;
 - The methodology by which savings and cost avoidance are identified and calculated;
 - The circumstances under which the Contractor may be eligible for a performance-based fee; and
 - The County's approval, implementation, and realization requirements prior to any compensation.
- This Exhibit is intended to eliminate ambiguity and ensure a shared understanding between the County and the Contractor.

2. Definitions

- a) Core Services are services included in the Contractor's base software, platform functionality, and standard audit and management services for which the County already pays fixed or recurring fees.
- b) Billing Discrepancies are errors, overcharges, misapplied rates, incorrect quantities, or other inconsistencies between:
 - Vendor invoices;
 - Contracted rates and terms; and
 - Services billed versus services contractually authorized.
- c) Inventory-Based Efficiency are opportunities identified through analysis of service utilization, inventory, and operational changes that are not evident from invoice review alone and require validation, coordination, and action by the County to implement.
- d) Realized Savings are savings that:
 - Have been approved in writing by the County;
 - Have been implemented by the County and/or its service providers; and
 - Result in a verified reduction of actual County expenditures.

3. Scope of Contractor Responsibilities

- a) **Core Services** (No Performance Fee Eligible). The Contractor shall continue to provide standard audit and management services, including but not limited to:
 - Invoice review and reconciliation;
 - Identification of billing errors or overcharges;
 - Coordination with carriers to obtain billing corrections or credits; and
 - Ongoing billing accuracy validation.

Billing Discrepancies are expressly deemed part of Core Services. No performance-based or contingency fee shall apply to credits, refunds, or corrections resulting from billing discrepancies.

- b) **Value-Added Inventory and Usage Analysis** (Performance Fee Eligible, subject to Contract L-10594 agreement terms and conditions). Eligibility for any performance-based compensation related to value-added usage and inventory analysis shall be governed exclusively by the applicable terms and conditions of this Exhibit 1. Core billing audit services, invoice corrections, credits, and standard contract compliance monitoring are expressly excluded from performance-based fees. The Contractor may perform enhanced analysis of County telecommunications inventory and usage to identify potential efficiencies, including but not limited to:
 - Services remaining active at vacated or consolidated facilities;
 - Redundant, excess or underutilized circuits, lines, or services following staff relocations;

- Services retained for seasonal, cyclical, or temporary staffing needs that may no longer be required;
- Redundant or duplicative services across departments;
- Recommendations for service plan changes, consolidations;
- Identification of misaligned mobile service plans, identifying underutilized and overutilized plans;
- Opportunities to downgrade, consolidate, or eliminate services based on validated usage data.
- Legacy services no longer aligned with current operational environment.

These findings are considered potential cost avoidance or efficiency opportunities, not billing errors.

4. Rate Benchmarking and County awarded Contracts Optimization (Performance Fee eligibility is subject to County Approval). Where authorized by the County, the Contractor may:

- Analyze existing carrier contract rates against comparable market benchmarks;
- Identify potential opportunities for renegotiation based on market intelligence and comparable government or enterprise pricing; and
- Support the County in discussions with carriers regarding improved pricing or terms.
- The Contractor shall not negotiate or modify contracts on behalf of the County without explicit written authorization.

5. County Review, Approval, and Implementation

In addition to terms and conditions identified in the prior contract agreement articles, all identified efficiency opportunities shall be submitted to the County for review and approval and shall include:

- Description of the proposed efficiency;
- Affected services and departments;
- Estimated annualized savings;
- Required County or carrier actions to implement the change.

No savings shall be deemed realized unless and until the County elects to implement the recommended action.

6. Performance Fee Eligibility and Calculation

a) Eligibility

The Contractor may be eligible for a performance-based fee only for:

- Inventory-based efficiencies and/or approved rate optimizations;
- That are approved by the County in writing;
- That result in verified Realized Savings.

Billing Discrepancies and invoice corrections are not eligible for performance fees.

b) Fee Structure

- The Contractor's performance fee shall be limited to twenty percent (20%) of the first twelve (12) months of Realized Savings only.
- No performance fee shall apply to savings beyond the initial twelve-month period, even if savings continue for the remainder of the contract term.

c) One-Time Fee

The performance fee shall be:

- Calculated once per approved efficiency initiative;
- Paid as a one-time fee based on the first year of verified savings;
- Not recurring, cumulative, or applied annually.

7. Exclusions

The following are expressly excluded from performance-based compensation:

- Billing errors, overcharges, or credits;

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- Services already identified or discontinued by the County prior to Contractor recommendation;
- Savings estimates that are not implemented by the County;
- Hypothetical, projected, or future-year savings beyond the first twelve months.

8. Documentation and Audit Rights

The Contractor shall maintain documentation supporting:

- Savings methodology;
- Calculations;
- County approvals; and
- Verification of realized savings.

The County reserves the right to audit all calculations and supporting documentation.

9. Order of Precedence

In the event of a conflict between this Exhibit and the base agreement, this Exhibit shall govern solely with respect to savings identification and performance-based compensation.