

Date: January 17, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(P)(4)

From: Daniella Levine Cava
Mayor

Resolution No. R-32-23

Subject: Recommendation for Approval to Award a Designated Purchase Contract: Qognify
Security Systems Maintenance & Support Services

Summary

This item is for a designated purchase for the maintenance and support services for security systems located throughout Miami-Dade County (County) for multiple County departments. Award of this contract to Qognify, Inc. (Qognify), a non-local vendor, is recommended as Qognify is the original equipment manufacturer (OEM) and proprietary owner of the security systems, consistent with the scopes of services utilized by several County departments. MDAD utilizes the DVARS security system to support over 2,000 cameras with over 30 days of recording throughout MIA. MDAD receives maintenance and support services through Qognify for the DVARS located at MIA as mandated by the Department of Homeland Security, Transportation Security Administration, and the Federal Aviation Administration. PortMiami utilizes the Qognify Video Management System (QVMS), which consists of approximately 1400 cameras, over 35 network video recorders and storage arrays, management servers, databases, and licenses. Since 2009, PortMiami has received maintenance and support services through Qognify. Water and Sewer Department (WASD) obtains maintenance and support services for their Situator hardware and software, and for a Video Management System (VMS).

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for award of Designated Purchase Contract No. BW-10246, *Qognify Security Systems Maintenance & Support Services*, for multiple County Departments in the amount of \$5,055,828 for an initial five-year term. The current short-term contract, Contract No. GS-07F-0322T was approved under delegated authority and is set to expire on April 9, 2023. Approval of a designated purchase is requested, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, to authorize award of a contract for continuity of services.

Background

The County previously used a sole source contract to obtain services for the security systems used by various Departments. Contract No. SS8554-2/20 was approved by the Board on March 4, 2008 through Resolution No. R-227-08 as a sole source, and awarded to NICE, Inc. The contract provided maintenance and support services for the Miami-Dade Aviation Department (MDAD) for repairs, parts, systems modification, software upgrades and training for the Digital Video/Audio Recording System (DVARS) at Miami International Airport (MIA). On November 20, 2008 and on July 23, 2009, the Board additional funds through Resolution No. R-1181-08 and R-1057-09.

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

Competition for these services is not practicable at this time due to intricacies and criticality of the systems being supported as well as cost considerations. The existing systems are very complex and have been customized to meet the operational needs of the County. These systems impact life and safety operations, thus Qognify gives the County a Critical Infrastructure Environments customer status,

which means the County receives the highest priority services to ensure the systems are running in optimal condition, and any issues with the systems are handled immediately. Information Technology and PortMiami have three and four in-house staff, respectively, that are certified on the Qognify platform and perform certain services that would otherwise be billed to the County; thus, saving the County additional costs.

In addition, a direct service agreement with the software manufacturer reduces risk and allows direct access to the software platform with the highest level of technical expertise available as needed. This contract includes maintenance and support services, as well as provides the departments with the flexibility to purchase additional products and services to accommodate their operational needs. The continued use of Qognify systems is beneficial to the County because they can be integrated with 3rd party systems, thus reducing the need to purchase additional equipment.

Finally, the County is being offered the same pricing as Qognify offers its authorized third-party providers, and it is unlikely Qognify would compete against its authorized providers in a competitive contract. Competition would likely result in higher pricing to the County. Staff issued RFI No. 01976 and received responses with quotes from two vendors, both of which indicated higher pricing than what is being offered under this proposed contract.

Accordingly, it is in the County's best interest to award this designated purchase contract pursuant to Section 2-8.1(b)(3), of the County Code to continue purchasing maintenance and support services, professional services, and upgrades for VisionHub, NiceVision, and Situator provided by Qognify.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$5,055,828. The current contract, GS-07F-0322T, is a thirteen-month contract valued at \$500,000 and expires on April 9, 2023. The long-term contract, SS8554-2/20 was valued at \$29,395,195 for nine-years and six-months. The costs under the current contract are lower on an annualized basis for the services being provided, as the current contract only provides maintenance and support services, while the replacement contract is a master agreement which will allow the County to purchase additional products and services.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$2,016,593	Revenue Generating	Sylvia Novela
PortMiami	\$2,446,220	Proprietary Funds	Alessa Murphy
Water and Sewer	\$593,015	Proprietary Funds	Susan Pascul
Total:	\$5,055,828		

Track Record/Monitor

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

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The approval for the three, two-year option to renew terms will be presented to the Board for approval at a later date.

Vendor Recommended for Award

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

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Qognify, Inc.	1 Blue Hill Plaza Floor 7 Pearl River, NY	None	0 0%	Steve Shine

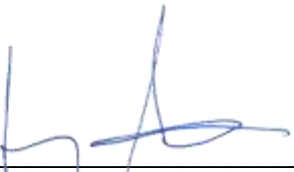
*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. 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.

Applicable Ordinances and Contract Measures

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



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: January 17, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(4)
1-17-23

RESOLUTION NO. R-32-23

RESOLUTION AUTHORIZING DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING AWARD OF CONTRACT NO BW-10246 FOR THE PURCHASE OF QOGNIFY SECURITY SYSTEMS MAINTENANCE AND SUPPORT SERVICES TO QOGNIFY, INC. IN AN AMOUNT NOT TO EXCEED \$5,055,828.00 FOR THE INITIAL FIVE-YEAR TERM FOR VARIOUS COUNTY DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board finds it is in the best interest of Miami-Dade County to award Contract No. BW-10246 as a designated purchase, in substantially the form attached and made a part hereof, for the purchase of Qognify Security Systems Maintenance and Support Services to Qognify, Inc. in an amount not to exceed \$5,055,828.00 for the initial five-year term for various County departments, pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

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

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Miami-Dade County, FL

Contract No. BW-10246

Qognify Security Systems Maintenance & Support Services
Contract No. BW-10246

THIS AGREEMENT for the provision of Security Systems Maintenance and Support Services, made and entered into as of this _____ day of _____ by and between Qognify Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 1 Blue Hill Plaza, 7th Floor, Pearl River, NY 10965 (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") (the "Contractor" and the "County" are individually referred to as a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the County has previously acquired software license rights to use the NICEVision, Situator, and Ocularis products ("Security Systems") furnished by the Contractor; and

WHEREAS, the County wishes to obtain ongoing maintenance and support services, and to establish a framework for obtaining additional products and/or services for the Security Systems; and

WHEREAS, the Contractor agrees to provide ongoing maintenance and support services, and to establish a framework for obtaining additional products and/or services for the Security Systems in accordance with and subject to the terms and conditions set forth herein.

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

ARTICLE 1. DEFINITIONS

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

- 1.1 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- 1.2 The words "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices, quotes, exhibits, schedules and attachments hereto, and (v) all amendments issued hereto.
- 1.3 The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.4 The word "Contractor" to mean Qognify Inc. and its permitted successors.
- 1.5 The word "Days" to mean calendar days.
- 1.6 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.7 The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- 1.8 The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- 1.9 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.10 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor under this Agreement.

Miami-Dade County, FL

Contract No. BW-10246

- 1.11 The words "Service" or "Services" to mean the provision of maintenance and services in accordance with the Scope of Services.
- 1.12 The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.13 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 60, 2) Appendix A (Scope of Services), and 3) Appendix B (Price Schedule).

ARTICLE 3. RULES OF INTERPRETATION

- 3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- 3.4 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- 3.5 The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the reasonable opinion of the Project Manager.
- 3.6 The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- 4.1 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.
- 4.2 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 in accordance with the terms and conditions of this Agreement.
- 4.3 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.
- 4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract (to the extent applicable). All Work shall be accomplished at the direction of the Project Manager.

Miami-Dade County, FL

Contract No. BW-10246

- 4.5 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 reasonable changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 60th month, thereafter. The County, at its sole discretion, may renew this Contract for three (3), two (2) year option to renew terms. The pricing for such renewal terms shall be subject to negotiation and mutual agreement between the parties in the form of an executed amendment to this Agreement. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. GRANT OF LICENSE

- 6.1 To the extent additional or new Security Systems are sold by the Contractor to the County under this Agreement, Contractor hereby grants to the County a non-exclusive, non-transferable license to use the applicable Software (in object code form only), together with the specifications and user documentation that accompany the Software (collectively "**Software Documentation**"), for the total number of licenses the County has purchased from Contractor. Such use shall be in accordance with and subject to the terms and conditions set forth herein and the applicable End User License Agreement.
- 6.2 No title or ownership of the Software or Software Documentation is transferred to the County by way of this Agreement. Ownership of the Software, Software Documentation, and all modifications, enhancements, improvements, adaptations, translations and any derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times exclusively with Contractor.
- 6.3 The County shall not publish, disclose, rent, lease, modify, loan, distribute, alter or create derivative works of any kind based on the Software, Software Documentation or any part thereof. The County shall not reverse engineer, decompile, unbundle, translate, adapt, or disassemble the Software, nor shall you attempt to create the source code from the object code for the Software

ARTICLE 7. DELIVERY

- 7.1 Delivery of any products and/or services, to the extent applicable, shall be in accordance with the "Transaction Document" or "Order Form" and will be contingent upon final acceptance requirements by the County to be mutually agreed upon by the Parties in advance.
- 7.2 Documentation. The Contractor shall provide electronic copies of the associated product and/or services as provided by the developer of the said product and/or service to the County.

ARTICLE 8. MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide the County with maintenance and support services in the manner outlined in Appendix A, "Scope of Services" for the Licensed Software throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 9. FUNCTIONALLY EQUIVALENT SOFTWARE

For as long as the County remains current on maintenance and support fees for the Licensed Software, the Contractor is obligated to provide maintenance and support pursuant to the Contract and in accordance with its terms. In the event the Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set forth in Appendix A (Scope of Work) or any amendment thereto, and replace such version of the Licensed Software with a new version of the Contractor Software, and as long as the County is current on Software Maintenance, Contractor shall be required to provide to the County, free of charge, and with

Miami-Dade County, FL

Contract No. BW-10246

reasonable time to allow for uninterrupted use by the County, a new version of the Licensed Software, if one is generally made available to all Contractor customers of the Licensed Software current on Software Maintenance, which shall replace the previous version and perform the functions described in Appendix A (Scope of Services) or any amendment thereto, and to support and maintain such new version of the License Software for the balance of the term of this Agreement without additional costs to the County, other than then payment of applicable support fees.

In the case that Contractor is providing support of the then current version of the Licensed Software being used by the County, Contractor shall only provide any new version of the Software if the County is current on software maintenance and there are no outstanding account receivables and the new software is generally made available to all Contractor's customers current on support. Any Licensed Software that includes additional functionality or modules that the County wishes to use may require fees which fees shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 9 and any other Articles contained within this Agreement, this Article 9 will prevail.

ARTICLE 10. ADDITIONAL LICENSES, EQUIPMENT, SOFTWARE, OR SERVICES

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

ARTICLE 11. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Contract identifies some County Departments, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all products and/or Services specified herein from the Contractor. Under these circumstances, a separate Statement of Work shall be issued in the manner outlined in Article 10 (Additional Licenses, Equipment, Software, or Services) requesting the products and/or Services, which identifies the requirements of the additional County department(s).

ARTICLE 12. NOTICE REQUIREMENTS

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

(1) To the County

a) to the Project Manager:

PortMiami Information Technology Department
1015 North America Way
Miami, FL 33132

Miami-Dade County
Attention: Luis Ibarra
Phone: (305) 347-4814
E-mail: Luis.Ibarra@miamidade.gov

b) to the Project Manager:

Miami Dade Aviation Department
P.O. Box 022504

Miami-Dade County, FL

Contract No. BW-10246

Miami, FL 33102

Miami-Dade County

Attention: Mike Bryant

Phone: (305) 876-0878

E-mail: MBryant@miami-airport.com

c) to the Project Manager:

Water and Sewer Department

3071 SW 38th Avenue

Miami, FL 33146

Miami-Dade County

Attention: Marcelo Garcia

Phone: (786) 552-8342

E-mail: Marcelo.Garcia@miamidade.gov

and

d) to the Contract Manager:

Miami-Dade County

Internal Services Department, Strategic Procurement Division

Attention: Chief Procurement Officer

111 NW 1st Street, Suite 1300

Miami, FL 33128-1974

Phone: (305) 375-4900

E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Qognify Inc.

1 Blue Hill Plaza, 7th Floor Pearl

River, NY 10965

Attention: Stephen Bumpas

Phone: (443) 214-6855

E-mail: Stenpen.Bumpas@qognify.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 13. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

Miami-Dade County, FL

Contract No. BW-10246

ARTICLE 14. PRICING

Prices shall remain firm and fixed for the term of the Contract, pursuant to Appendix B (Price Schedule) (subject to price adjustments in connection with the procurement of additional software licenses by the County); however, the Contractor may offer, at its sole discretion, incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 15. 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 (Price Schedule). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents (to the extent applicable) 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 further acknowledged and agreed that the Contractor will invoice the County for the Services to be performed by the Contractor hereunder, quarterly and in advance of the date that the Services are to commence under this Agreement. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County
Information Technology Department, Finance and Budget Division
5680 SW 87th Avenue
Miami, FL 33173
Attention: Sara Tippet
Phone: (305) 275-7713
E-mail: Sara.Tippit@miamidade.gov

Miami-Dade County
Aviation Department
P.O. Box 025504
Miami, FL 33102
Attention: Mike Bryant
Phone: (305) 876-0878
E-mail: MBryant@miami-airport.com

Miami-Dade County
Water and Sewer Department

Miami-Dade County, FL

Contract No. BW-10246

3071 SW 38th Avenue
 Miami, FL 33146
 Attention: Marcelo Garcia
 Phone: (786) 552-8342
 Email: Marcelo.Garcia@miamidade.gov

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

ARTICLE 16. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 the Services 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 reasonable 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. Notwithstanding the foregoing or anything contained herein to the contrary, it is acknowledged and agreed that the indemnity obligations set forth in this Article 16, shall not apply in the event the claim, loss or liability arise out of: (a) specifications or designs furnished by the County and implemented by the Contractor at the County's request; (b) the Product or Service being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by the Contractor in writing; (c) the modification to a Product or Service by any person or entity other than the Contractor; or (d) use of a Product or Service other than in accordance with its applicable documentation or specifications provided by the Contractor.

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

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 \$600,000 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 work, 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 claim.

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

The company must be rated no less than "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

Miami-Dade County, FL

Contract No. BW-10246

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

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

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

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

ARTICLE 17. MANNER OF PERFORMANCE

- 17.1 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.
- 17.2 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 reasonable 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.
- 17.3 The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- 17.4 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- 17.5 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.
- 17.6 The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

Miami-Dade County, FL

Contract No. BW-10246

ARTICLE 18. 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 19. 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 20. DISPUTE RESOLUTION PROCEDURE

20.1 The Contractor hereby acknowledges that the Project Manager will use its reasonable commercial efforts to mediate in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

20.2 INTENTIONALLY OMITTED.

20.3 The Contractor shall use its reasonable commercial efforts, in the final instance, and shall seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

20.4 In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to seek to resolve all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof). Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

20.5 The County Mayor may base this mediation effort on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any mediation effort shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial resolution effort may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article. In the event the County Mayor is unable to resolve the applicable dispute and the mediation process described herein fails, either Party shall be permitted to commence legal action or proceedings in an effort to resolve the applicable dispute.

Miami-Dade County, FL

Contract No. BW-10246

20.6 This Article will survive the termination or expiration of this Agreement.

ARTICLE 21. MUTUAL OBLIGATIONS

21.1 This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

21.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

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

ARTICLE 22. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 23. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records (to the extent such documents, papers and records are directly related to and relevant to the performance of the Contractor's obligations hereunder) and of its Subcontractors and suppliers which directly 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.

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 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.

ARTICLE 24. SUBSTITUTION OF PERSONNEL

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

ARTICLE 25. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 26. SUBCONTRACTUAL RELATIONS

26.1 If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

Miami-Dade County, FL

Contract No. BW-10246

- 26.2 The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- 26.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 26.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- 26.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 27. 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 28. 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 29. PROJECTS AND SERVICES

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on a clearly defined project ("Project") in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Additional Services"). Any such Project or Additional Services and the applicable fees shall be covered under a separate amendment or addendum to this Agreement.

ARTICLE 30. SOFTWARE MODIFICATIONS

- 30.1 Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. When requested by the County, the Contractor shall provide the requested Licensed Software enhancements/modifications quote describing the applicable scope of work, fees, timeline and deliverables.. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define the Work to be performed including the applicable fees, timeline and deliverables. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the

Miami-Dade County, FL

Contract No. BW-10246

enhancements/modifications.

30.2 After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the applicable software license granted hereunder. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

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

ARTICLE 31. ADDITIONAL STATEMENT OF WORK

Prior to the commencement of additional services, as prescribed under Article 10 (Additional Licenses, Equipment, Software, or Services) and Article 29 (Project and Services), for any Project, the County and the Contractor shall mutually agree upon the terms and conditions required to complete a Statement of Work ("Additional SOW") for the specific Project that shall define in detail the Services to be performed, timeline, deliverables and applicable fees. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project Staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement.

ARTICLE 32. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with specific requirements in the Statement of Work, mutually agreed upon between the Parties in advance and as specified herein. "Deliverables" do not include software corrections and updates provided pursuant to Appendix A (Scope of Services). The Contractor understands that the County shall have final approval on all Deliverables.

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

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

The Contractor understands that failure by the County to provide a notice of approval or disapproval within thirty (30) days of receipt of the Deliverable will constitute approval of the applicable Deliverable.

The County shall have the right to approve or accept part of any Deliverable in accordance with the acceptance requirements mutually agreed upon between the Parties in advance. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the reasonable time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies).

ARTICLE 33. SOFTWARE WARRANTY

33.1 Solely for Software expressly licensed by Contractor directly (and not for the avoidance of doubt through a Contractor-authorized reseller) on an on-premise, perpetual basis, Contractor warrants that, during the period beginning on the date of shipment or, in the case of Software delivered via Contractor's electronic software delivery system, the date on which the Software becomes available for download, and ending on the date that is ninety (90) days thereafter ("Warranty Period"), the Software will operate substantially in accordance with the applicable Software Documentation. No return of the Software shall be allowed. Should the Software fail to comply with the warranty set forth in this Section during the Warranty Period, the County's sole and exclusive

Miami-Dade County, FL

Contract No. BW-10246

remedy and Contractor's sole obligation with respect to Software shall be, in Contractor's sole discretion, to correct or replace any portion of the Software not in compliance with this Section at no additional charge to the County. The warranty provided in this Section does not cover damage to Software resulting from a cause other than a defect or malfunction, including: (i) installation, maintenance, servicing or modification of the Software or part thereof by anyone other than Contractor or a Contractor-authorized technician; or (ii) use of the Software other than in accordance with the Software Documentation.

33.2 EXCEPT AS SET FORTH IN SECTION 33.1 ABOVE, CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE IS OR WILL BE ACCURATE, ERROR- FREE OR UNINTERRUPTED OR MEET OR WILL MEET THE COUNTY'S REQUIREMENTS. CONTRACTOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR QUALITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE SOFTWARE MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET. THE SOFTWARE MAY ALSO REQUIRE ACTIVATION OR REGISTRATION.

ARTICLE 34. EQUIPMENT WARRANTIES

34.1 The Contractor warrants, for the applicable hardware warranty period ("Hardware Warranty Period"), that any Equipment provided by the Contractor shall:

- i. Be free from defects in materials and workmanship under normal use and remain in good working order, wear and tear excepted;
- ii. Function properly and in conformity with the warranties in this Agreement;
- iii. Meet the performance standards set forth in any subsequent Statement of Work or Order Document and the Original Equipment Manufacturer's (OEM) published specifications.

34.2 During the Hardware Warranty Period as described in this Article 34, Contractor agrees to use all reasonable efforts and resources to provide to the County all corrections and/or modifications necessary to correct problems with the Hardware provided by the Contractor that are reported to Contractor, at no additional cost.

34.3 During the Hardware Warranty Period as described in this Article 34, Contractor shall enforce the manufacturer's warranty and maintenance obligations relating to the Equipment it provides.

34.5 In the event the Contractor's Equipment does not satisfy the conditions of performance, the Contractor's obligation is to provide repair at the Contractor's cost and expense, or to provide different Equipment, software and services required to attain the performance requirements. Failure by the Contractor to comply with warranty provisions hereof may be deemed by the County as a breach of the Contractor's obligations hereof. For purposes of this Agreement, the term Hardware Warranty Period shall mean the applicable warranty period offered by the applicable hardware manufacturer.

ARTICLE 35. THIRD PARTY WARRANTIES

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 33 "Software Warranties", and Article 34 "Equipment Warranties".

ARTICLE 36. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, ANY OTHER

Miami-Dade County, FL

Contract No. BW-10246

LEGAL OR EQUITABLE THEORY OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF SEVEN HUNDRED AND FIFTY THOUSAND US DOLLARS (\$750,000)..

ARTICLE 37. TERMINATION AND SUSPENSION OF WORK

- 37.1 This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 38) and fails to cure said Event of Default (as delineated below in Article 39), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- 37.2 This Agreement may also be terminated for convenience by the County or the Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the County or the Contractor at least ninety (90) days prior to the proposed effective termination date.
- 37.3 If County terminates this Agreement for cause under Article 37.1 above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including reasonable attorneys' fees.
- 37.4 The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- 37.5 In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B (Price Schedule).
- 37.6 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;
 - ii. all Deliverables delivered by the Contractor to the County hereunder prior to the effective date of termination; and
 - iii. any outstanding invoices issued by the Contractor prior to the effective date of termination.
- 37.7 All compensation pursuant to this Article are subject to audit.

Miami-Dade County, FL

Contract No. BW-10246

37.8 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 (to the extent applicable).

ARTICLE 38. EVENT OF DEFAULT

38.1 An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following (subject to the Contractor's right to cure such Event of Default pursuant to Article 25 hereunder)::

- 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 53 (County User Access Program (UAP))

38.2 When, in the reasonable 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 39. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the reasonable determination of the County, the County shall notify the Contractor (the "Default Notice") in writing, specifying the basis for such default, and advising the Contractor that such default must be cured within thirty (30) days, or this Agreement with the County may be terminated. Notwithstanding the foregoing, the County shall 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 40. 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, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

Miami-Dade County, FL

Contract No. BW-10246

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) 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 41. PATENT AND COPYRIGHT INDEMNIFICATION

- 41.1 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.
- 41.2 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- 41.3 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 the Work, or the County's continued use of the Deliverables furnished hereunder by the Contractor (the "IP Third Party Claim"). Accordingly, the Contractor at its own expense, including the payment of reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such IP Third Party Claim.. The foregoing indemnity shall not apply in the event the IP Third Party Claim arises out of: (a) specifications or designs furnished by the County and implemented by the Contractor at the County's request; (b) the Product or Service being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by the Contractor in writing; (c) the modification to a Product or Service by any person or entity other than the Contractor; or (d) use of a Product or Service other than in accordance with its applicable documentation or specifications as provided by the Contractor.
- 41.4 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any 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).
- 41.5 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 42. CONFIDENTIALITY

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

Miami-Dade County, FL

Contract No. BW-10246

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.

- 42.3 The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- 42.3 In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 43. 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 44. PROPRIETARY RIGHTS

- 44.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder. The Contractor shall not, without the prior written consent of the County, use such 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.
- 44.2 Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, it is acknowledged and agreed that the Contractor has, and shall retain, all right, title and interest in and to its software products sold to the County, including all copyrights, patents, trade secrets, trademarks, inventions or know-how (whether patentable or not) incorporated or used in such products or the Services performed by the Contractor hereunder, and all intellectual property rights in any of the foregoing. Further, it is acknowledged and agreed that no title or ownership of the Contractor's software products or documentation is transferred to the

Miami-Dade County, FL

Contract No. BW-10246

County under this Agreement. Ownership of the Contractor's software products, software documentation, and all modifications, enhancements, improvements, adaptations, translations and any derivative works thereof, Services and any other intellectual property rights therein and thereto shall remain at all times with the Contractor.

ARTICLE 45. VENDOR REGISTRATION/CONFLICT OF INTEREST

45.1 Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

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

- | | |
|---|--|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</p> <p>16. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</p> |
|---|--|

45.2 Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or

Miami-Dade County, FL

Contract No. BW-10246

business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must

comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 46. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the

Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and

Miami-Dade County, FL

Contract No. BW-10246

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 47. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement,

including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

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

Miami-Dade County, FL

Contract No. BW-10246

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 48. NONDISCRIMINATION

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

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 49. 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

Miami-Dade County, FL

Contract No. BW-10246

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 50. 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 51. 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 52. 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 53. 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.

Miami-Dade County, FL

Contract No. BW-10246

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 54. 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 55. LIENS

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

ARTICLE 56. 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 57. 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

Miami-Dade County, FL

Contract No. BW-10246

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 58. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's

E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 59. FORCE MAJEURE

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, pandemics or outbreak of any virus or disease, quarantines, national or regional lockdown or emergencies and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

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

ARTICLE 60. SURVIVAL

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

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

Contractor

Miami-Dade County

Miami-Dade County, FL

Contract No. BW-10246

By:

Name: Miki Katz

Title: CFO

Date: 6/1/2022

Attest:

Corporate Secretary/Notary Public

Gal Golod

General Counsel

DocuSigned by:

Miki Katz

EB55EC27629E413...

By:

Name: Daniella Levine Cava

Title: Mayor

Date:

Attest:

Clerk of the Board

DocuSigned by:

Gal Golod

AE9465D50C3241B...

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

This Appendix A sets forth the maintenance and support Services the Contractor shall perform pursuant to the terms and conditions of this Agreement for Miami-Dade Seaport, Miami-Dade Aviation Department, and Miami-Dade Water and Sewer Department. The fees payable by the County to the Contractor for the Services and all applicable pricing information are set forth in Appendix B.

1. **Definitions and Interpretation.** As used in this Agreement and this Appendix, the capitalized terms set forth herein shall have the following meanings:

- 1.1 The words “**Business Day**” to mean Monday through Friday, excluding federal holidays in the US.
- 1.2 “The words **Business Hour**” to mean an hour that occurs on a Business Day during Standard Hours.
- 1.3 The words “**Contractor Personnel**” to means CONTRACTOR’S certified technical personnel who provide maintenance services.
- 1.4 The words “**Contractor Helpdesk**” to mean the first point of contact for the County to obtain maintenance services.
- 1.5 The words “**Standard Hours**” to mean 8:00 AM to 5:00 PM (EST) on each Business Day, excluding federal holidays in the US.
- 1.6 The words “**Documentation**” to mean the applicable specifications and user documentation accompanying the Products and provided by the Contractor (including without limitation any applicable and agreed upon the COUNTY IMS operating documentation).
- 1.7 Intentionally Omitted.
- 1.8 The words “**Error(s)**” or “**Incident(s)**” to mean a problem, occurrence or fault that causes a failure of the Products to operate substantially in accordance with the applicable Documentation under conditions of normal use. A non-conformity shall not be considered an Error if it results from: (a) the COUNTY’S use of the Products other than in accordance with the applicable Documentation; or (b) the COUNTY’S introduction of data into any data structures or tables used by the Products by any means other than in accordance with the applicable Documentation; (c) any third party software or third party equipment not authorized by CONTRACTOR in the applicable Documentation; or (d) any external factors such as network limitations, misconfiguration or any other use inconsistent with the requirements of the applicable Documentation.
- 1.9 The words “**Extended Hours**” to mean twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- 1.10 The words “**Hot Fix(es)**” to mean a software patch to address an Error.
- 1.11 The words “**Hours of Support**” to mean the timeframe during which CONTRACTOR shall perform the maintenance services hereunder.
- 1.12 “**Lifecycle Policy**” means the document published by CONTRACTOR from time to time and available on its website or the Self-Service Portal (as shared with the COUNTY), which sets forth the lifecycle of the applicable Products (<https://theq.qognify.com/sm-technical-documentation> or <https://community.qognify.com/>). The Lifecycle Policy may be modified or amended by the Contractor from time to time at its sole discretion.
- 1.13 The words “**Lifecycle Products**” to mean the Product versions for which, pursuant to the Lifecycle Policy, the final date on which CONTRACTOR offers maintenance services (including technical support, help desk support, training and spare parts) has passed.
- 1.14 The words “**Maintenance Program Option(s)**” to mean the maintenance program option as specified in this Maintenance Agreement and the applicable Quote.

Miami-Dade County, FL

Contract No. BW-10246

- 1.15 The words "**Major Release(s)**" to mean a new version of CONTRACTOR's proprietary software that, in CONTRACTOR's opinion, materially changes the overall utility or functional capability of the software and is represented by a change to the left of the decimal point in the version number of the particular software.
- 1.16 The words "**Microsoft Service Pack(s)**" to mean a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.
- 1.17 The words "**Minor Release(s)**" to mean any modification or addition to CONTRACTOR's proprietary software, that, in CONTRACTOR'S opinion, results in minor changes to the overall utility or functional capability of the software and may contain Error corrections. Minor Releases are represented by a change to the right of the decimal point in the version number of the particular software.
- 1.18 The words "**Named User(s)**" to mean, as applicable: (a) any individual who can log into a Product; or (b) the COUNTY's supervisory and quality management personnel identified and authorized by the COUNTY to have access to the Products.
- 1.19 The words "**Next Business Day**" to mean the next Business Day during Standard Hours.
- 1.20 The words "**On Site Support**" to mean CONTRACTOR's performance of maintenance services related to the Products installed at the County's location.
- 1.21 The words "**On Site Response Time(s)**" to mean the period of time by which CONTRACTOR Personnel are to arrive at the location where a Product Error has occurred. On Site Response Times are measured beginning at the time that a determination is made that On-Site Support is required. On Site Response Times may be adjusted to coincide with the delivery of Repair Parts (to the extent applicable).
- 1.22 The words "**Product(s)**" to mean the situation management and video management software products listed on Appendix B attached hereto. All references in this Maintenance Agreement to purchases of Products are intended by the Parties to mean purchases of the licenses to the applicable software.
- 1.23 The words "**Production Environment**" to mean an operational environment used for the purpose of handling live interactions, data processing, or the County's fulfillment activities (i.e., as opposed to a testing/lab environment).
- 1.24 The words "**Release(s)**" to mean, collectively, Minor Releases and Hot Fixes. Releases are available solely for the same number of licenses and for the current version of CONTRACTOR's proprietary software purchased by the County from CONTRACTOR.
- 1.25 The words "Remote Support Coverage" to mean the period of time during which the CONTRACTOR Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Webex, Teams, Zoom or any other similar platform or tools.
- 1.26 The words "**Self-Service Portal**" to mean the CONTRACTOR support web site: <https://community.gognify.com/> which may be updated by Contractor from time to time at its sole discretion. In the event the Self-Service Portal is updated as set forth herein, CONTRACTOR shall notify the COUNTY as soon as practicable.
- 1.27 The words "**Service Request**" to mean a user request issued by the COUNTY for information, services, or advice, or for a standard change, all as set forth under this Maintenance Agreement.
- 1.28 The words "**Severity Level**" to mean the classification of an Error, which shall be determined by the definitions set forth herein.
- 1.29 The words "**Solution**" to mean the particular combination of Solution Components, excluding any third-party software.
- 1.30 The words "**Solution Component**" to mean an individual Product contained within a Solution, but which can operate independently (e.g. Situators), excluding any third-party software products.

Miami-Dade County, FL

Contract No. BW-10246

- 1.31 The word "**Workaround**" to mean a modification or a change in process for a particular version of the Products, which may be of a temporary or interim nature, to mitigate the effects of an Error.
2. **Maintenance Services.**
- a. Subject to the terms and conditions set forth herein, CONTRACTOR shall provide the maintenance services described herein and in the applicable Quote (a copy of which is attached hereto as Appendix B) to the COUNTY with respect to the Products during the term of this Maintenance Agreement as set forth herein.
- b. Additional Products purchased by the COUNTY during the term of this Maintenance Agreement ("**Added Products**") shall become subject to this Maintenance Agreement on the date of Contractor's shipment to the COUNTY of such Added Products.
3. **Responsibilities of the COUNTY.** To enable CONTRACTOR to successfully provide the maintenance services hereunder, the County shall, throughout the term of this Maintenance Agreement, and at no charge to CONTRACTOR:
- a. Assign certified designated personnel to perform the administrative duties described in the Documentation for the applicable Products ("**Administrator(s)**"). The COUNTY shall provide Administrators the credentials necessary to perform all required administrative tasks, such as: set-up and maintenance of Named User login IDs and passwords; alteration of welcome messages and announcements on the home page using the standard interface of the Products; and the scheduling of Named Users. Prior to performance of such duties, Administrators shall successfully complete the applicable Contractor training course(s) as required under this Maintenance Agreement, and any such supplements thereto that may be offered by Contractor from time to time. As reasonably required by CONTRACTOR, Administrators shall assist CONTRACTOR Personnel in troubleshooting problems with the Products.
- b. Assign a team (the composition of such team shall be at the discretion of the COUNTY), who shall perform the following tasks in connection with the maintenance services ("**Designated Contact(s)**") (a) successfully complete the same CONTRACTOR training requirements as Administrators; (b) after successful completion of such training, perform Triage Support as described in Section 3(c) below, and submit incidents or Service Requests as described in Section 3(d) below; (c) develop knowledge and understanding of the currently deployed Products; (d) accurately characterize problems and describe their business impact; (e) reasonably describe symptoms of problems; (f) provide background information leading up to problems; (g) describe the steps or actions taken to try and resolve such problems; (h) provide timely and accurate responses to CONTRACTOR requests related to the delivery of the maintenance services; and (i) provide timely feedback on fixes and recommendations.
- c. Prior to submitting a Service Request, the Designated Contacts shall: (a) assist a Named User with usage of the Products or the Documentation; (b) identify and document a reported problem in the Products and the issues causing the condition reported by a Named User; and (c) commence troubleshooting the reported problem ("**Triage Support**"). As part of Triage Support the Designated Contacts shall: (i) document the reported problem; (ii) analyze or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any Named User issue caused by an Error in the software for which CONTRACTOR has provided the needed support action to the Designated Contacts; (iv) identify and implement any Workarounds provided by CONTRACTOR Personnel; and (v) maintain contact information and be available as an escalation point.
- d. Upon completion of Triage Support, should the Designated Contact be unable to resolve an issue reported by a Named User, the Designated Contact shall: (a) submit an incident or a Service Request; (b) track new incident or Service Requests; and (c) provide sufficient information to CONTRACTOR for CONTRACTOR to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of the incident or Service Request, CONTRACTOR shall follow the County service processes and procedures as set forth in the applicable Support Model.
- e. At all times, (a) ensure the physical and virtual security of the Products, including proper installation of new Microsoft Service Packs that have been verified by CONTRACTOR; and (b) in accordance with the Documentation and the written instructions of CONTRACTOR Personnel, the COUNTY shall (i) operate the Products, and perform administration relating to the Products; (ii) maintain the site(s) where the Products are installed; (iii) maintain third party servers and third party software used in connection with the Products; and (iv) perform routine database maintenance, including without limitation necessary backups.

Miami-Dade County, FL

Contract No. BW-10246

f. When CONTRACTOR considers it necessary for the performance of the maintenance services hereunder, (at its sole discretion), the COUNTY shall promptly provide CONTRACTOR with remote access to the Products, consistent with the COUNTY's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the maintenance services by CONTRACTOR. Such remote access shall be provided in accordance with the COUNTY's standard policies and procedures and through the COUNTY's standard platform.

4. **Exclusions from Maintenance Services.**

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

b. CONTRACTOR may, at any time, exclude from the maintenance services provided hereunder any software that experiences an Error resulting from: (a) the COUNTY's use of the software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the software by any means other than contemplated by the applicable software Documentation; or (c) the modification or servicing of the software by anyone other than CONTRACTOR Personnel, unless otherwise authorized by CONTRACTOR in writing.

c. Maintenance services hereunder shall not be provided with respect to Lifecycle Products (in accordance with CONTRACTOR's then-current Lifecycle Policy (effective as of August 1, 2020) published on the CONTRACTOR Website <https://theq.qognify.com/sm-technical-documentation>).

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

e. CONTRACTOR's performance of maintenance services hereunder shall be excused in the following circumstances: (a) repairs which are impractical for CONTRACTOR to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof; (b) installation of any software on the same server on which the software is installed, or the combination of any software with the Products, unless such software was provided or approved by CONTRACTOR in writing; or (c) the COUNTY's failure to meet any of its responsibilities set forth in this Maintenance Agreement. CONTRACTOR shall notify the COUNTY promptly following any of the events described in this Section 4(e) and CONTRACTOR's performance of maintenance services shall be excused until such failure has been cured.

f. Deployment services (e.g. installation, field upgrades etc.) are not included under this Maintenance Agreement and if needed, they can be provided for an additional fee and subject to a separate Addendum or Statement of Work.

The maintenance services hereunder shall not include Tier 1 and Tier 2 maintenance and support services which shall be the responsibility of (and performed by) the COUNTY and its technical operational team. For purposes of this Maintenance Agreement, the term Tier 1 shall mean basic technical support services, including without limitation, general licensing and installation questions; camera support and basic configuration questions; basic troubleshooting and log collection. Tier 1 support shall be limited to support via phone, email and online chat only (excluding any remote access). For purposes of this Maintenance Agreement, the term Tier 2 shall mean advanced technical support, including without limitation troubleshooting errors; ability to diagnose logs provided by Tier 1 support and offer potential solutions. Tier 2 shall include the use of remote sessions where applicable to further diagnose the applicable issues. No third-party utilities shall be included under Tier 2 support (wireshark, SQLMS, cports, etc). For the avoidance of doubt, it is acknowledged and agreed between the Parties that CONTRACTOR shall not be required to provide any maintenance services, other than as specifically set forth in this Maintenance Agreement.

Miami-Dade County, FL

Contract No. BW-10246

5. **Eligibility for Coverage.** If the Parties agree to add any products to this Maintenance Agreement which were not, as of the date hereof, covered by a separate direct CONTRACTOR maintenance agreement, in addition to the COUNTY paying the current fees for maintenance services for such products, prior to the inclusion of such products under this Maintenance Agreement, the COUNTY shall pay for any labour, materials, adjustments and upgrades deemed necessary by CONTRACTOR to place such products in good operating condition. Any such products added to this Maintenance Agreement shall be deemed to be Added Products pursuant to Section 2(b) above.

6. **Professional Services.** Any professional services which are not specifically included in the maintenance services hereunder and which the COUNTY wishes CONTRACTOR to perform shall be at an additional cost to the COUNTY and shall be performed, if at all, pursuant a separately executed Services Agreement, Exhibit, a Statement of Work or any other supplemental document containing the applicable terms and conditions. The cost of any such professional services shall be based on CONTRACTOR's pricing policies and the applicable standard prevailing rates for such professional services.

7. **Maintenance Services Description.**

a. **Severity Definitions.** The COUNTY shall determine the Severity Level to be assigned to a particular incident or Service Request reported by the Designated Contact(s) to CONTRACTOR. Such Errors shall be classified in accordance with the chart below. Notwithstanding the foregoing, it is acknowledged and agreed that the Severity Level classification may be adjusted, in accordance with the chart below and the applicable categories, as the Parties work on the Solution Error reported.

b. **Maintenance Services.** Subject to the COUNTY's fulfilment of its obligations as set forth in this Maintenance Agreement, the following services shall be performed by CONTRACTOR during the term of this Maintenance Agreement:

i. CONTRACTOR Helpdesk support shall be performed in accordance with the Hours of Support described herein.

ii. Upon CONTRACTOR's determination that a Service Request is related to an Error and such Error results in a Severity 1 or Severity 2 issue, such Error shall be worked on until the Products are restored to pre-Error functionality. Restoration may be in the form of a Workaround, a Hot Fix or, if necessary, a Minor Release.

iii. Incidents or Service Requests (all Severity Levels) shall be initiated by the COUNTY by contacting CONTRACTOR's Helpdesk (the instructions on how to log a ticket into the CONTRACTOR Support Portal, the Helpdesk telephone number and all the relevant information shall be set forth in the COUNTY Support Model).

iv. CONTRACTOR will collaborate with all the parties involved in accordance with the Support Model to facilitate a resolution of any issue reported as follows:

- CONTRACTOR will work together with the COUNTY and other suppliers contracted to deliver services to the COUNTY, to share diagnostic information and investigation output to assist in the definition of the root cause of an incident, to assess the impact on any applicable IMS services and any necessary IT changes requests; and to enable service recovery to the COUNTY business.

c. **Software Maintenance.** The following maintenance services for the Products software shall be performed by CONTRACTOR ("**Software Maintenance Services**"):

i. **Incidents Remote Support Hours Table.**

Severity 1 Severity 2	Severity 3 Severity 4
Extended Hours	Business Hours

i. Software Call Back Response Times Table.

Call Back Response Time	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Standard Support Program Objective	1 Business Hour	2 Business Hours	Next Business Day	Next Business Day
Enhanced Support Program Objective (to the extent applicable)	1 Hour	2 Hours	Next Business Day	Next Business Day

ii. Resolution Time-Table and Severity Level Definitions

Incident Severity	Severity Level Definitions	Incidents Resolution Timetable (SLA)	Target performance	Required Action/Escalation
Severity 1 (Critical)	Any service failure with a potential safety impact in accordance with the Severity 1 requirements set forth below. <u>IMS Specific Severity 1 Definition</u> An issue that results in a critical impact to a Solution or Solution Component, where there is complete loss of functionality of such Solution or Solution Component in a Production Environment, or if allowed to persist would result in such complete loss of functionality. No availability of a workaround. For example: • A Solution or Solution Component that is down and will not restart; or • An issue that results in data corruption causing a failure of the Solution or Solution Component to process data, and where no workaround is available; or • An issue that results in loss of recording channels or data, or if allowed to persist would result in such recording loss.			CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) within the agreed SLA after CONTRACTOR learns of the problem. CONTRACTOR will provide qualified technical support as needed, to work on the problem continuously until it is corrected. CONTRACTOR will provide two (2) hour updates on progress from CONTRACTOR personnel using diligence efforts. If CONTRACTOR is unable to meet the aforementioned timeframes, CONTRACTOR's Vice President for Support will be notified and CONTRACTOR will further escalate its efforts to resolve the problem.
Severity 2 (High)	<u>Definition</u> Major service, network or application failure where multiple users are affected and/or the impact to the business is significant in accordance with the Severity 2 requirements set forth below. <u>IMS Specific Severity 2 Definition</u> An issue that results in a significant impact to a Solution or Solution Component, where such Solution or Solution Component experiences a partial loss of core functionality and certain functions become unstable, unusable or disabled, but the overall Solution remains operable, and no workaround is available. For example: • An issue causing intermittent complete loss of functionality of a Solution or Solution			CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) within the agreed SLA after CONTRACTOR learns of the problem. CONTRACTOR will provide qualified technical support as needed, to work on the problem continuously until it is corrected. CONTRACTOR will provide four (4) hour updates on progress from CONTRACTOR personnel using diligent efforts.

Miami-Dade County, FL

Contract No. BW-10246

	Component, in a Production Environment; or - An issue that results in the failure of a significant functional Solution Component, causing such Solution Component to become inoperable; or - An issue resulting in the loss of the ability to retrieve calls, or the loss of replay functionality for two (5) or more workstations.			If CONTRACTOR is unable to meet the aforementioned timeframes, CONTRACTOR's Vice President for Support will be notified and CONTRACTOR will further escalate its efforts to resolve the problem.
Severity 3 (Medium)	<u>Definition</u> Service, network or application failure where Low number of users are affected and/or the impact to the business is immaterial, in accordance with the Severity 3 requirements set forth below. <u>IMS Specific Severity 3 Definition</u> An issue that results in a minor impact to a Solution or Solution Component causing diminished Solution response or performance that is non-critical to the COUNTY business, but does not qualify as a Severity 1 or a Severity 2 problem.			CONTRACTOR will use all commercially reasonable efforts to provide a reasonable workaround (allowing to continue business operations) to resolve each Severity 3 problem after CONTRACTOR learns of the problem, or within a shorter timeframe as the parties may otherwise agree. CONTRACTOR will provide qualified technical support as needed, to work on the problem until it is corrected.
Severity 4 (Low)	<u>Definition</u> Minor break in service - multiple or single user affected, in accordance with the Severity 4 requirements set forth below. <u>IMS Specific Severity 4 Definition</u> An issue constituting (i) a purely cosmetic error; or (ii) a Documentation anomalies.			

It is agreed that the Incidents Resolution Timetable (SLA) mentioned in the table above covers only workarounds or configuration changes. It is acknowledged and understood by the Parties that any design changes or permanent solution are outside the scope of the SLA targets described above.

In order to allow the COUNTY the ability to receive the resolution time commitment as set in the Incidents Resolution Time Table above, a root cause analysis will be performed for each reported Severity 1 and Severity 2 failures and provided to the COUNTY five (5) working days after the incident has been resolved.

Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, it is acknowledged and agreed that the SLA resolution time target shall apply only after CONTRACTOR receives the necessary information to complete the root cause analysis.

CONTRACTOR shall use its reasonable commercial efforts to ensure a Severity 1 failure that has been resolved through a permanent resolution shall not reoccur.

Notwithstanding anything contained in this Maintenance Agreement to the contrary and for the avoidance of doubt, it is acknowledged and agreed that the CONTRACTOR shall be under no obligation or commitment of any kind to meet or satisfy any resolution time targets or requirements. Any resolution time targets or requirements as set forth hereunder are based on reasonable commercial efforts by the CONTRACTOR to provide an applicable resolution or workaround as soon as practicable (following the completion of the applicable root cause analysis of the specific incident or failure). The COUNTY shall work together with the CONTRACTOR and cooperate in connection with any such root cause analysis and shall further provide the CONTRACTOR with all the relevant data and information, as may be requested by the CONTRACTOR in connection with the applicable incident and its resolution.

Miami-Dade County, FL

Contract No. BW-10246

8. Service Reports

The following report will be provided by CONTRACTOR to the COUNTY on a monthly basis:

- Number of Backlog cases
- Number of Open Support Cases in the last 30 days
- Number of Close Support Cases in the last 30 days
- Cases that are opened for more than 30 days
- Resolution time

9. Service Requests

Intentionally Omitted.

10. Software Maintenance Services.

a. CONTRACTOR shall perform Software Maintenance Services in accordance with the Software Hours of Support set forth herein, and as applicable to the Severity Level assigned to such the applicable incidents and/or Service Requests.

b. CONTRACTOR shall provide the COUNTY with access to Major and Minor Releases, if and when such Releases are made commercially available by CONTRACTOR to its COUNTYs generally.

c. If the COUNTY requests that CONTRACTOR performs the installation of any Minor Releases, Hot Fixes and Workarounds outside the scope of the maintenance and support services under this Maintenance Agreement, such installation shall be at an additional cost and subject to the terms of a separate Statement of Work, Exhibit or any other supplemental document (the applicable fees will be based on CONTRACTOR's standard prevailing rates).

d. If the COUNTY elects to have CONTRACTOR install a Major Release, the COUNTY shall pay the fees required to implement such Major Release, and the COUNTY shall be responsible for any additional costs associated with such implementation, including, but not limited to, updating any third-party software required for the Major Release, such as any Microsoft server or workstation applications (including SQL server licenses), or any additional hardware (the applicable fees will be based on CONTRACTOR's standard prevailing rates).

11. Termination.

a. The COUNTY acknowledges that any failure to pay the maintenance fees hereunder (which is not cured within 30 days from the date of receipt by the COUNTY of notice from CONTRACTOR with respect to such non-payment) will result in CONTRACTOR's maintenance and support of the Products solely on a time and materials basis and in some instances, at CONTRACTOR's sole discretion, suspension or termination of this Maintenance Agreement and the maintenance services hereunder. For the avoidance of doubt, it is agreed and understood that in the event of termination of this Maintenance Services Agreement by either Party, all outstanding payments by the COUNTY shall be due and payable to CONTRACTOR immediately on the effective date of termination hereunder.

b. Unless otherwise agreed between the Parties in writing, any re-initiation of maintenance services at a later date shall require the COUNTY to pay CONTRACTOR: (i) to update the software to the current version on a time and materials basis; (ii) its then-current rate for maintenance services for the applicable software; and (iii) the applicable re-initiation fee.

12. Maintenance Fees.

In consideration for the maintenance services set forth herein, the COUNTY shall pay CONTRACTOR the fees set forth in the fee schedule attached hereto as Appendix B. The fees shall be paid on an annual basis and in advance of the maintenance services commencement date.

Miami-Dade County, FL

Contract No. BW-10246

13. Warranties and Disclaimers.

Each Party hereby represents and warrants that:

- (a) it has the full corporate power and authority to enter into and perform this Maintenance Agreement, and it knows of no contract, agreement, promise, undertaking or other fact or circumstance which would prevent the full execution and performance of this Maintenance Agreement; and
- (b) it is a corporation duly organized and in good standing in the country or state of its incorporation and in good faith is and fully intends to remain in compliance with all applicable laws, rules and regulations in the conduct of its business.

CONTRACTOR agrees to provide the maintenance services described herein in a professional and workmanlike manner. CONTRACTOR does not warrant that any Errors in the Products or software will be corrected. The COUNTY's request for any services that are beyond the scope of this Maintenance Agreement is not binding on CONTRACTOR unless CONTRACTOR agrees to provide such services. The maintenance services provided for in this Maintenance Agreement do not constitute a product warranty. Except as specifically set forth herein, neither Party makes any warranties, express, implied, statutory or otherwise, regarding the maintenance services provided herein or any Error corrections, fixes, Workarounds or upgrades relating thereto, and hereby specifically disclaims warranties of merchantability, fitness for a particular use or purpose, non-infringement and accuracy.

Miami-Dade County, FL

Contract No. BW-10246

APPENDIX B – PRICE SCHEDULE**Miami Dade - Seaport**

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Amount
NICEVision Standard Support term of 10/1/2022 - 9/30/2023	\$8,625
Qognify VMS Standard Support term of 10/1/2022 - 9/30/2023	\$109,414
Hardware	\$3,312
Total	\$121,351

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Amount
NICEVision Standard Support term of 10/1/2023 - 9/30/2024	\$9,056
Qognify VMS Standard Support term of 10/1/2023 - 9/30/2024	\$114,885
Hardware	\$17,741
Total	\$141,682

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Amount
NICEVision Standard Support term of 10/1/2024 - 9/30/2025	\$9,509
Qognify VMS Standard Support term of 10/1/2024 - 9/30/2025	\$120,629
Hardware	\$14,180
Total	\$144,319

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Amount
NICEVision Standard Support term of 10/1/2025 - 9/30/2026	\$9,985
Qognify VMS Standard Support term of 10/1/2025 - 9/30/2026	\$126,661
Hardware	HW – End of Life
Total	\$136,645

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Amount
NICEVision Standard Support term of 10/1/2026 - 9/30/2027	\$10,484
Qognify VMS Standard Support term of 10/1/2026 - 9/30/2027	\$132,994
Hardware	HW – End of Life
Total	\$143,478

Miami-Dade County, FL

Contract No. BW-10246

Miami-Dade Aviation Department

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Amount
NICEVision Standard Support term of 10/1/2022 - 9/30/2023	\$269,354
Situator Standard Support term of 10/1/2022 - 9/30/2023	\$72,036
Hardware	\$77,628
Total	\$419,019

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Amount
NICEVision Standard Support term of 10/1/2023 - 9/30/2024	\$282,822
Situator Standard Support term of 10/1/2023 - 9/30/2024	\$75,638
Hardware	\$31,745
Total	\$390,205

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Amount
NICEVision Standard Level Support term of 10/1/2024 - 9/30/2025	\$296,957
Situator Standard Support term of 10/1/2024 - 9/30/2025	\$79,426
Hardware	\$20,692
Total	\$397,075

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Amount
NICEVision Standard Level Support term of 10/1/2025 - 9/30/2026	\$311,811
Situator Standard Support term of 10/1/2025 - 9/30/2026	\$83,391
Hardware	HW – End of Life
Total	\$395,202

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Amount
NICEVision Standard Level Support term of 10/1/2026 - 9/30/2027	\$327,402
Situator Standard Support term of 10/1/2026 - 9/30/2027	\$87,560
Hardware	HW – End of Life
Total	\$414,962

Miami-Dade County, FL

Contract No. BW-10246

Miami-Dade Water and Sewer Department

Summary for Standard Level Support term of 10/1/2022 - 9/30/2023

Description	Amount
Qognify VMS Standard Support term of 10/1/2022 - 9/30/2023	\$21,669
Situator Standard Support term of 10/1/2022 - 9/30/2023	\$32,493
Total	\$54,162

Summary for Standard Level Support term of 10/1/2023 - 9/30/2024

Description	Amount
Qognify VMS Standard Support term of 10/1/2023 - 9/30/2024	\$22,752
Situator Standard Support term of 10/1/2023 - 9/30/2024	\$34,118
Total	\$56,870

Summary for Standard Level Support term of 10/1/2024 - 9/30/2025

Description	Amount
Qognify VMS Standard Support term of 10/1/2024 - 9/30/2025	\$23,890
Situator Standard Support term of 10/1/2024 - 9/30/2025	\$35,824
Total	\$59,714

Summary for Standard Level Support term of 10/1/2025 - 9/30/2026

Description	Amount
Qognify VMS Standard Support term of 10/1/2025 - 9/30/2026	\$25,084
Situator Standard Support term of 10/1/2025 - 9/30/2026	\$37,615
Total	\$62,699

Summary for Standard Level Support term of 10/1/2026 - 9/30/2027

Description	Amount
Qognify VMS Standard Support term of 10/1/2026 - 9/30/2027	\$26,339
Situator Standard Support term of 10/1/2026 - 9/30/2027	\$39,496
Total	\$65,834

Notes:

- Annual price increases contained in this Appendix B are based on five percent (5%) year-over-year price adjustment.
- Please note that in the event additional software licenses are purchased by the County, all prices contained herein shall be adjusted accordingly to reflect the additional software licenses.
- Please note that in the event the execution of this Agreement is delayed (due to the County's internal approval process or for any other reason), the pricing information contained in this Appendix B shall remain in full force and effect and payment by the County for the applicable maintenance and support services shall kick in on October 1, 2022 (subject to the applicable payment terms set forth in this Agreement)