

Date: May 5, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation for Approval to Award a Non-competitive Legacy Contract for Internet
Access, Colocation, and Managed Router Services (Integrated Network Solutions)

Agenda Item No. 8(P)(2)

Resolution No. R-389-26

Summary

This item is for the continued access to a colocation space to house the County's technology network infrastructure in a hardened, disaster-resilient space offering redundancy and structural protections to safeguard against service interruptions during natural disasters. This ensures fast, secure and reliable access to the internet and communication services for the Communications, Information and Technology Department (CITD) on behalf of County departments and constitutional offices. The current contract provides durable, secure and reliable connections and storage space in downtown Miami to house critical network technology which includes, but is not limited to, servers, storage arrays, backup and the supporting equipment.

The recommended vendor, Equinix, Inc. (Equinix), is one of the seven major internet access points in the U.S. and is the optimal choice to ensure uninterrupted continuity, reliability, and security of the County's internet and communication services. Relocating the County's colocation space would require one of two options: disconnecting the internet for an unknown period, disrupting online services that process \$1.34 million online payments daily; or purchasing all new equipment to duplicate the current operational environment at the new location, incurring cost prohibitive expenses for the transition, and temporarily disrupting services. Use of any other colocation space will require establishing new network connections and would impact critical operations for departments and agencies. Continuing with the County's existing colocation space is essential to ensuring data security, low-latency connectivity, and optimal network throughput. As the County continues to expand its reliance on internet access, colocation, and managed router services, the need for a fast, secure and resilient infrastructure with stringent cybersecurity protocols remains paramount.

Recommendation

While the County staff continue to prioritize avoiding legacy contracts where feasible, in this instance, pursuing alternative options would involve significant delays, downtime during transition, and high unbudgeted expenses. Therefore, it is recommended that the Board approve this request for a non-competitive legacy contract pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code (Code) and approve award of *Contract No. L-10560, Integrated Network Solutions*, to Equinix in the amount of \$3,655,140 for an initial three-year term and one, two-year option to renew (OTR) for CITD. This contract will replace *Contract No. L7662-2/32* which was awarded by the Board through Resolution No. R-1120-23 for a two-year term.

Background

The Nap of the Americas (NAP), built in 2001, is one of the largest data centers and the fourth-largest Internet exchange point in the U.S. with the infrastructure to support more than 120 global networks connecting 150 countries. It has an area dedicated to U. S. government entities with strict access control protocols, sits 32 feet above sea level and is designed to withstand Category 5 hurricane-level winds. Additionally, this facility also hosts various carriers or Internet Service Providers (ISPs), many being Tier-1, that exchange internet traffic and provide additional services at the NAP. Tier-1 ISPs are major carriers of internet connectivity and known as the top industry providers that can reach internet networks directly without having to depend on other ISPs for a reliable connection.

In 2004, the County awarded a competitive contract to Terremark North America Inc. (Terremark) for internet access and managed router services at the NAP. Subsequently, Equinix acquired Terremark in May 2017. The County was one of the first tenants to have a significant presence in the NAP and, as a result, was able to develop and build a strong fiber optic network ring and is directly connected underground through two network connections for redundancy. Today, only carriers are allowed to connect directly to the NAP; however, due to the County's long-standing partnership the two network connections have been grandfathered into the contract at no cost to the County. This direct connection allows Equinix to provide the County with internet service as a managed router service similar to an independent carrier. This service provides the County's internet connection that is dynamically routed across multiple Tier-1 service providers automatically protecting the County from internet outages should one or more ISP experience problems.

On behalf of the County, Equinix handles tasks such as setup, maintenance, and troubleshooting to keep the network secure and operational, guaranteeing 99.999% internet connection availability, monitored by their Network Operation Center, which intervenes to resolve any connectivity issues promptly. Equinix's robust infrastructure and stringent security measures ensure the protection of critical data, especially during severe weather events. This level of reliability and security is vital for County operations, safeguarding essential services and data integrity. Additionally, Equinix's expertise in optimizing network performance and ensuring secure data transmission, directly benefits the County, reducing latency, creating redundancy and enhancing connectivity for efficient operation.

The continuation of this legacy contract is recommended due to the substantial risks, temporary disruption of services and prohibitive costs associated with relocating the County's colocation space. Any disruption to internet service would have a severe impact on County operations, including public-facing services such as the County's website and e-commerce platforms that process an average of \$1.34 million in online payments daily. Internet outages would also affect internal connectivity for critical County public safety departments and outside agencies such as Miami-Dade Sheriff's Office (MDSO), Miami-Dade Fire Rescue Department (MDFR), Miami-Dade Corrections and Rehabilitation Department (MDCR), and Clerk of the Court and Comptroller, as well as other essential infrastructure sectors including the Supervisor of Elections, Water and Sewer, Seaport, Aviation, and Transportation. Furthermore, such interruptions would compromise the County's cybersecurity posture by disrupting the Security Operations Center (SOC) and managed security services that provide 24/7 network visibility, anomaly detection, system log analysis, and real-time incident response capabilities.

On December 12, 2023, the Board of County Commissioners (Board) during discussion on the current contract directed staff to analyze if the services for internet access, colocation and managed router services can be competitively procured. Extensive research was conducted and confirmed that the incumbent vendor's level of reliability cannot be matched by other providers, a factor that is critical to serving the operational needs of all County agencies and citizens. A Request for Information (RFI), *EVN0007724, Network Access Points*, was issued through the County's Integrated Financial Resources Management System (INFORMS) on March 13, 2024, seeking vendors for Internet Connectivity, Managed Router and Colocation Services. Despite sending out the RFI to 272 local vendors and posting it on various platforms, such as DemandStar and the National Institute of Government Purchasing (NIGP) Community website, there was no interest or responses received from any vendor.

On December 19, 2024, the County released an additional RFI, *EVN0018605*, with a closing date of February 18, 2025. The invitation was sent to over 200 bidders; however, only one submission was received from Dextra Strategist LLC. Upon review by CITD, it was determined that their solution does not address the key requirements outlined by the County. Specifically, the firm's Secure Access Service Edge (SASE) offering would not be suitable for the County's use case and should be considered in other upcoming capital projects.

In November 2025, County staff conducted extensive market research and contacted thirteen additional service providers, including Digital Realty, CoreSite, and DE-CIX. Although several vendors expressed interest and offered partial service components, none demonstrated the operational capability to provide a fully integrated, bundled solution comparable to the County's current service configuration. As a result, a direct, apples-to-apples rate comparison was not feasible.

Maintaining the County's colocation space locally is imperative for data security, efficient internet connectivity, and throughput. Proximity allows connectivity and access for County staff, enhancing control over data and cybersecurity. It reduces the need for multiple internet connections, lowering vulnerabilities and points of failure. Local placement ensures data transmission within the County's trusted network infrastructure, minimizing breach risks and ensuring faster, reliable internet connections for vital services. While the County safely transmits cloud backups through the Equinix ISP to other states, it's essential to keep the colocation space local. The physical nature of the County's infrastructure, including fiber optic cables and wire plants, used for communication and data transmission are susceptible to signal degradation and interference over long distances. Therefore, staying local reduces these risks and ensures the security and reliability of the data transmission process, countywide.

Although there are several competitors in the current market for colocation services, none of the existing providers in Miami-Dade County provide Managed Router Services, as well as internet access and colocation. By combining these services into one package offering, Equinix is able to reduce costs and meet the County's internet access and colocation needs. While alternative data centers were identified, they rely on cloud connectivity that falls short of the County's cybersecurity standards and lack crucial managed router services for security. Additionally, data centers such as EdgeConneX's EDCMIA01, Level 3 Miami, and BurstNET's Miami DC1 offer internet access and connectivity options but lack Equinix's extensive network of ISPs, unsurpassed security measures, and robust infrastructure necessary for seamless data transmission, reliability, and scalability.

Another pivotal advantage inherent in the partnership with Equinix lies in its ability to offer dedicated cloud services, allowing the County to efficiently access various Software as a Service (SaaS) and Technology as a Service solutions, integrate cloud infrastructure, manage access, and scale workloads. With top providers like Amazon Web Services, Microsoft Azure, Google Cloud, Oracle, Cisco, AT&T and Verizon, Equinix ensures secure data transmission without relying on the public internet. Hosting thousands of services, Equinix enhances data control, streamlining workflows and ensuring data security and access control for County departments. Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the County Code to continue purchasing the required services.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial three-year term and one, two-year OTR is \$3,655,140. The current contract is valued at \$1,698,150 for a two-year and six-month term and expires on June 30, 2026. The monthly recurring charge for core services under the replacement contract is higher than the current contract due to an increase in anticipated needs for additional equipment or network capacity growth over the next nine years.

Department	Allocation	Funding Source	Budgeted	Contract Manager
CITD	\$3,655,140	Internal Service Funds	FY 2025-26 Adopted Budget, Volume 3, Communications, Information and Technology, Page 276, Other	Julian Manduley

Department	Allocation	Funding Source	Budgeted	Contract Manager
			Operating	
Total	\$3,655,140			

Track Record/Monitor

Natalya Vasilyeva of SPD is the Division Director.

Delegated Authority

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

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Equinix, Inc.	One Lagoon Drive Redwood, CA	50 NE 9th Street Miami, FL	0	Tara Risser
			0%	

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

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

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 Ordinance does not apply.



Carladenise Edwards
 Chief Administrative Officer



MEMORANDUM
(Revised)

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

DATE: May 5, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(2)
5-5-26

RESOLUTION NO. R-389-26

RESOLUTION APPROVING AWARD OF NON-COMPETITIVE LEGACY CONTRACT NO. L-10560, INTEGRATED NETWORK SOLUTIONS, TO EQUINIX, INC. IN THE AMOUNT OF \$3,655,140.00 FOR AN INITIAL THREE-YEAR TERM AND ONE, TWO-YEAR OPTION TO RENEW FOR THE COMMUNICATIONS, INFORMATION AND TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

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

Section 1. This Board authorizes the award of a non-competitive legacy contract pursuant to section 2-8.1(b)(2) of the Miami-Dade County Code to Equinix, Inc. in the amount of \$3,655,140.00 for an initial three-year term and one, two-year option to renew for Contract No. L-10560, Integrated Network Solutions, in substantially the form attached hereto and made a part hereof, for the Communications, Information and Technology Department.

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

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Vicki L. Lopez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Michael B. Valdes

Integrated Network Solutions (INS)
Contract No. L-10560

THIS AGREEMENT for the provision of Internet Access, Colocation and Managed Router Services, made and entered into as of this _____ day of _____ by and between Equinix, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at One Lagoon Drive, Redwood, CA 94065 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for Internet Access, Colocation and Managed Router Services from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Authorized Person" to mean each person that either: (i) is included on the most recent list of persons designated by Customer to act on its behalf (e.g., access the IBX Center) in accordance with Equinix's then-current form and procedures; or (ii) accompanies an Authorized Person as described in (i) above while at an IBX Center, other than an Equinix employee.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Service Level Agreement, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- d) The word "Contractor" to mean Equinix, Inc., and its permitted successors.
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- f) The work "Connection" to mean a network connection from Customer's telecommunications equipment to Equinix's telecommunications equipment, which, in turn, are connected to the telecommunications equipment of Equinix's Other Customers.
- g) The word "Cross Connect" to mean a physical or wireless interconnection within an IBX Center that (i) exits Customer's Licensed Space or (ii) connects Customer to another Equinix customer.
- h) The words "Customer" "County" or "Licensee" to mean Miami-Dade County, or the Information Technology Department requesting Work by submitting a signed and completed Service Order.
- i) The word "Days" to mean calendar days.
- j) 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.
- k) The word "Equipment Space" to means the place designated by Equinix at which Customer will install its equipment.

- l) The acronym "IBX" shall mean International Business Exchange.
- m) The acronym "ITD" shall mean the Information Technology Department located at 5680 SW 87th Avenue, Miami, FL 33173.
- n) The word "Internet Access" to mean the process by which a connection to the global communication network is established through telecommunications equipment, computers, mobile devices, and computer networks.
- o) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- p) The word "Managed and Professional Services" to mean all managed, professional or value-added services of any kind at any time, and from time to time, offered by Equinix, and applicable Service Level Agreements. Managed and Professional Services do not include Equinix's Exchange Point, colocation and power services, standard non-recurring charges for provisioning Services, or any materials used in provisioning the Services (which will be billed separately, as used, at Equinix's then-current cost for materials plus 30%).
- q) The word "Managed Router Services" to mean the combination of several IP Transit connections into a single connection, and/or provided in a redundant configuration, providing greater internet access reliability.
- r) The word "NAP of the Americas" or "NAP" to mean the Network Access Point of the Americas located at 50 NE 9th Street, Miami, FL 33132.
- s) The acronym "NOC" to mean the Network Operations Center located at the NAP of the Americas.
- t) The word "Peering Fabric" to means Equinix's network infrastructure whereby Equinix's Other Customers and Customer can reciprocally provide network access to each other.
- u) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- v) The words "Service" or "Services" to mean the provision of internet access, colocation and managed router services in accordance with the Scope of Services.
- w) The acronym "SLA" to mean Equinix's Service Level Agreement
- x) 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.
- y) 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. 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 48, 2) Appendix A, Scope of Services, 3) Appendix B, Service Level Agreement and 4) Appendix C, Price Schedule

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) Equinix shall provide the services set forth in the Scope of Services attached hereto as Appendix A, ("Scope of Services" or "SOW") and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) Equinix acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) Equinix shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Agreement. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) Equinix acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Agreement shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the thirty sixth month, thereafter. The County, at its sole discretion, may renew this Agreement for one additional two-year Option to Renew (OTR). The County may extend this Agreement for up to an additional one hundred-eighty (180) calendar days beyond the current Agreement period and will notify the Contractor in writing of the extension. This Agreement 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. 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:

Julian R. Manduley, C.P.M.
IT Contracts & Procurement Manager
Miami-Dade County Information Technology Department
5680 S.W. 87th Avenue
Miami, FL 33173
Tel: 305.596.8616
jmandul@miamidade.gov

and

b) to the Agreement Manager:

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

(2) To the Contractor

Contractor Name
Equinix, Inc.
One Lagoon Drive
Redwood, CA 94065
Attention:
Address: Gayle Simpson
Phone: (770) 877-0239
E-mail: gsimpson@equinix.com

Neither party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

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

ARTICLE 8. PRICING

Prices shall be pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

Equinix may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies 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 Agreements with the County or Trust, that are Small Business Enterprise Agreement set-aside, bid preference or contain a sub-Contractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Agreement. 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 format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidadegov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Equinix agrees to defend the County through final judgment or settlement, against all third party claims, actions, or suits against the County for bodily injury, death, or loss of or damage to real or tangible personal property ("Claims"), to the extent that the Claims were proximately caused by the

gross negligence act or omission or willful misconduct of Equinix, its agents or employees. Equinix will indemnify and hold the County harmless from and against all damages, expenses and costs, including reasonable attorneys' fees, finally awarded against the County for such Claims or amounts agreed to by Equinix in settlement of the Claims.

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

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in amount of \$300,000 per occurrence and \$600,000 in the for bodily injury and property damage.
3. Special Perils or All Risk Property Insurance on a replacement cost basis covering each Party's respective property and equipment.
4. In addition, Equinix agrees to maintain Professional Liability/Errors & Omissions Liability Insurance on a "claims made" basis with a limit of \$5,000,000 per claim and in the aggregate, which Equinix will maintain throughout the Term and, provided that the coverage continues to be available on commercially reasonable terms, for two (2) years thereafter.

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

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

OR

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

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

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

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

Award of this Agreement 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 Party shall have an additional five business days to submit a corrected certificate. 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement period, the County may suspend the Agreement 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 Agreement for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

In addition, without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), Miami-Dade represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. Miami-Dade agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

To the extent a Party is required to maintain insurance pursuant to Article 10.1 above or Chapter 440, Florida Statutes, such Party waives its and its insurers' rights of subrogation on all insurance reference above.

ARTICLE 11. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- a) **EQUINIX DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. FURTHER EQUINIX MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES THAT THE LICENSED SPACE AND SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. ALL LICENSED SPACE AND SERVICES ARE PROVIDED OR PERFORMED ON AN "AS IS," "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE LICENSED SPACE AND SERVICES IS SOLELY AT ITS OWN RISK.**
- b) **EXCEPT WITH RESPECT TO LIABILITY UNDER ARTICLE 7. (PAYMENT FOR SERVICES/AMOUNT OBLIGATED), IN NO EVENT WILL EITHER PARTY OR THEIR SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID FOR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE SIXTY (60) DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED. THE LIMITATION SET FORTH HEREIN WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, EXCEPT TO THE EXTENT THAT THE LIABILITY CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.**
- c) **IN NO EVENT WILL EITHER COUNTY NOR EQUINIX BE LIABLE, ONE TO THE OTHER, FOR (I) ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) LOSS OF PROFITS; (III) LOSS OF BUSINESS; (IV) LOSS OF REVENUES (EXCEPT THAT COUNTY SHALL BE LIABLE FOR ANY FEES OR OTHER AMOUNTS OWED TO EQUINIX UNDER THE AGREEMENT); AND (V) ANY LOSSES ARISING FROM OR CAUSED BY THE LOSS, INTERRUPTION OR CORRUPTION OF CUSTOMER DATA**

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. INDEPENDENT AGREEMENT OR 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 15. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as so on thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) 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 decide 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 Agreement, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. 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.
- e) The County Mayor may base this decision 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 decision 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 decision 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.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Sub-Contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Sub-Contractors 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 18. 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 which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

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 19. 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 20. 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 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any material part of this Agreement to be performed by a Sub-Contractor for the purposes of Licensed Space and Services, the provisions of this Agreement will apply to such Sub-Contractor 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 Sub-Contractor, its officers, agents, and employees, as if they were employees of the Contractor while in performance of the Licenses Space and Services. The Services performed by the Sub-Contractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any sub-Contract for any portion of the Work, will state in writing to the County the name of

the proposed Sub-Contractor, the portion of the Work which the Sub-Contractor is to do, the place of business of such Sub-Contractor, and such other information as the County may require.

- c) Before entering into any sub-Contract hereunder, the Contractor will inform the Sub-Contractor 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 Sub-Contractor will strictly comply with the requirements of this Agreement.

ARTICLE 22. 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 23. 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 24. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in 0 25) and fails to cure said Event of Default (as delineated below in 06), or (ii) Contractor attempts to meet its Contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) In the event no funds are appropriated for this Contract in any fiscal year, the County has the right in such fiscal year to terminate this contract without penalties of any sort.
- c) If County terminates this Agreement for cause under 0 24(a) above, the County may, in its sole discretion, also terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its Contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County Contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and

- vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Sub-Contractors 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 0.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying

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

ARTICLE 27. 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:

- a) lost revenues;
- b) 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
- c) 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 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Sub-Contractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Sub-Contractor 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 Sub-Contractors 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 29. CONFIDENTIALITY

- a) All non-public developed Works and other materials, transactions of all forms, financial information, documentation, information containing the disclosing Party's customer lists, customer information, technical information, pricing information, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information relating to its business planning or business operations are deemed confidential. The terms of the Agreement are also deemed the Confidential Information of Equinix. Information about the operation and design of the IBX Center (e.g., the configuration of cables, networks and services at the IBX Centers, equipment used at the IBX Centers) are the Confidential Information of Equinix constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Sub-Contractors 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, Sub-Contractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Sub-Contractors, 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 Sub-Contractor'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.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Sub-Contractors, 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 32. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

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

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

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

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

2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)

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

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

- (Section 448.095, of the Florida State Statutes)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(j) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.**
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 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.
 16. **Antitrust Laws**
By acceptance of any Agreement, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

- b) Conflict of Interest and Code of Ethics
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a Agreement, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any Agreement or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such Agreement or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. 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, Sub-Contractors, 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. The Parties agree that an in person audit of the physical space shall be limited to once in a twelve (12) month period.

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 Agreements, throughout the duration of said Agreements. The cost of the audit for this Agreement shall be one quarter of one percent (0.25%) of the total Agreement amount which cost shall be included in the total Agreement 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 Agreement renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e)

facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement 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 Agreement 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 Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust Agreements, 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 Agreement. 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 Agreement 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 Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Sub-Contractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement 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 34. 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 of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Agreement Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (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 Ordinance".
- 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) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no Agreement(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 35. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related Agreements 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 Agreement, 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 Agreement void. This Agreement 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 Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. 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 Sub-Contractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 37. 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, Sub-Contractors, 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 38. BANKRUPTCY

The County may terminate this Agreement, if, during the term of any Agreement 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 39. GOVERNING LAW

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

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 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 25 of this Agreement.

ARTICLE 41. 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 Agreement or the proceeds thereof.

ARTICLE 42. FORCE MAJEURE

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

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall

provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations.

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

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all Agreements for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County Agreement 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 Agreement 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 Agreement 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 44. PUBLIC RECORDS AND AGREEMENTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

IF THE AGREEMENT OR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGREEMENT OR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

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

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has by the Contractor effective January 1, 2021 and requiring all Sub-Contractors to provide an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

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

addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Agreement. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public Agreement for a period of one year after the date of termination.

ARTICLE 46. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

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

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

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

ARTICLE 47. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CONTRACTED CARRIER

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 48. 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 date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: *Arquella Shaw*
 Name: *Arquella Shaw*
 Title: *President Americas*
 Date: *10/9/25*

By: _____
 Name: for
Daniella Levine Cava
 Title: Mayor
 Date: _____
 Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller
 By: _____
(Deputy Clerk Signature)

Corporate Seal/Notary Seal

Print Name: _____

Jeffrey Enstrom

Approved as to form
and legal sufficiency

Jeffrey Enstrom
Director, Commerical Solutions, Americas
10/16/2025

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

OVERVIEW

Miami-Dade County requires colocation space for its daily operations. Miami Dade is already in and will provide the services at our MI1 Americas facility. The description of services is shown on the Equinix sales orders. Install base reports can be provided for as needed.

SUPPORT

Equinix's Network shall provide support services for problem resolution as outlined in the Service Level Agreement.

COLOCATION SPACE REQUIREMENTS

The colocation space houses Miami-Dade County's Enterprise Information Technology infrastructure. This includes, but is not limited to servers, storage arrays, backup infrastructure, and the supporting network infrastructure. For disaster recovery purposes, this equipment must be in a secure and stable location.

ELECTRICAL POWER REQUIREMENTS

Equinix shall deliver conditioned electrical power to the County's equipment by means of dedicated electrical circuits.

APPENDIX B - SERVICE LEVEL AGREEMENT

This Exhibit sets forth the description of the Licensed Space, Cross Connects and related Services provided by Equinix pursuant to the Agreement and the applicable service level agreement ("SLA"). Capitalized terms which are used but not defined in this Exhibit will have the meaning defined in the Agreement.

1. **Service Description**– Customer's Licensed Space is located within the IBX Center listed on the Order and includes the following features:
 - a. **Security/Access Controls.** Equinix shall establish and maintain appropriate physical, technical and organizational safeguards and controls which, in Equinix's sole discretion, are designed to protect the security of the (i) IBX Center; (ii) the Licensed Space which contains Customer's Equipment; and (iii) the Services (collectively, "Safeguards"). Safeguards will include the following:
 - i. **Building Perimeter Security** – Equinix continually monitors all entrances and exits to each IBX Center. Specific architectural features and physical construction of individual IBX Centers provide additional security and differ by location.
 - ii. **Colocation Area Security** – Within each IBX Center, the colocation area is protected by additional security measures to form multiple layers of security. Equinix employs appropriate facility access controls to limit physical access to the Licensed Space, and examples of such access controls include: visitor access authorization and validation via customer administrators and security officers, security mantraps, biometric readers and access card readers, locking cabinets, and extensive monitoring by video and/or IBX Center site staff.
 - iii. **Private Cage** – Customer may select a private cage with access to the private cage restricted only to authorized personnel by means of an additional card reader or biometric scanner on the cage door.
 - iv. **Secure Cabinet** -- Customer may select a secure cabinet with access to the secure cabinet restricted only to authorized personnel by means of an additional locking mechanism on the cabinet door.
 - v. **Security Systems** – Equinix will use business systems designed to optimize security and such other security measures that Equinix deems appropriate.
 - vi. **Security Breach Notifications** - Equinix will contact Customer via phone or email of any actual or attempted unauthorized access of Customer's Licensed Space (i.e., private cage or cabinet) ("**Security Breach**") within twenty-four (24) hours of discovery, or as soon as is practical given the circumstances. In the provision of Licensed Space and Services, Equinix does not manage nor monitor Customer's Equipment and does not monitor any Cross Connects. Customer is solely responsible for monitoring Customer's Equipment and its network traffic.
 - b. **Electrical Power.** Equinix has designed electrical power delivery systems to provide an uninterrupted supply of electrical power through various primary and secondary supply mechanisms. For electrical power delivery to the Licensed Space, Customer may choose between the following configurations:
 - I. **Non-Redundant Power** – Electricity delivered via one (1) power circuit.
 - II. **Redundant Power** – Electricity delivered via two (2) power circuits from two different power busses.
 - c. **Climate Control.** Equinix has designed climate control systems in the colocation area which are designed to provide a predictable and consistent environment as follows:
 - I. **Temperature** – Temperature is controlled to be between 15°C (59°F) and 32°C (89.6°F).
 - II. **Relative Humidity** – Relative Humidity is controlled to be between 8% and 80%.
 - d. **Cross Connects.** Cross Connects permit Customer to connect Customer's Equipment to other Equinix customer equipment or Equinix interconnection exchanges located within an IBX Center or between IBX Centers on a single Equinix campus. Cross Connects are available in various media types.
 - e. **Smart Hands.** At Customer's request, Equinix will provide Smart Hands, which provide remote support of Customer's Equipment within an IBX Center. Smart Hands only consists of visual and physical support of hardware (i.e., no application support or access to Customer Data). Smart Hands examples include: assisting Customer with moving Customer's Equipment and uncrating from boxes; labeling equipment and cable connections; inventorying Customer's Equipment; and installing cabling between or from Customer's Equipment to Customer's demarcation equipment. Smart Hands requests may be expedited at the request of Customer and as agreed by Equinix.
 - f. **Maintenance.** Equinix maintains its IBX Center via a comprehensive, coordinated program of preventive maintenance. Maintenance activities are fully scripted, scheduled, reviewed, and approved by Equinix operations and engineering management prior to execution of the work. Equinix will inform customers of any maintenance via email or the Customer Portal. Equinix will use reasonable efforts to provide Customer with maintenance notifications in accordance⁸ with the following timeframes, but failure to do so will not entitle Customer to credits. Equinix will use commercially reasonable efforts to minimize disruption to the Services when performing maintenance.

Maintenance Type	Notification Objective
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Scheduled Maintenance	at least 30 days in advance
Remedial Maintenance	at least 3 days in advance
Urgent or Emergency Maintenance	0 and up to 3 days in advance

2. **Incident Management.** Equinix will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Center that affect, or have the potential to affect, the Licensed Space and Services or the operation of the IBX Center. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Equinix becomes aware of an incident that affects the Licensed Space and Services (other than a Security Breach which is governed by Section 1(a)(vi) of this Exhibit), Equinix will inform Customer and advise Customer of the nature of the incident within thirty (30) minutes of discovery, or as soon as is practicable given the circumstances. Equinix will provide Customer with regular updates (at least every two (2) hours) with the status of the incident and the actions taken. Customer may monitor the progress of the incident via the Customer Portal.

3. **Service Level Agreement**

a. **Electrical Power**

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
Availability	99.999%+	99.99%+
Service Level Threshold	This service level is met by achieving less than twenty-six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the number of affected cabinets multiplied by the average power MRC per cabinet (i.e. total power MRC divided by the total number of cabinets) in the Licensed Space within which the Unavailability occurred (" Loaded Cabinet MRC "). Further, Customer will be entitled to an additional credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

b. **Climate Control**

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 18°C (64.4°F) or exceeds 27°C (80.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
Credits	Subject to Section 3, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1/30th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1/30th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

c. **Cross Connects**

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level	
Availability	99.99%+	Not applicable	
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of an Order, Equinix will install into Customer's existing Licensed Space up to three (3) Cross Connects per day, per IBX Center as follows:	
		<u>Cross Connect Interval Type:</u>	<u>Provisioning Interval:</u>
		Premium	Twenty-four (24) hours
		Plus	Three (3) business days
Unavailability	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable	
Credits	Subject to Section 3, if Unavailability exceeds the Service Level Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.	Subject to Section 3, if Equinix does not provision Cross Connect(s) in accordance with the Service Level Threshold, Customer will be entitled to a credit equal to 100% of the NRC of the affected Cross Connect.	
		Note: The Cross Connect Provisioning Service Level only applies to IBX Centers listed here: http://www.equinix.com/resources/product-documents/equinix-ibx-classification/ .	

4. General

- a. **Credits.** The credits set forth in this Exhibit are the sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month, the maximum credit(s) for Equinix's failure to meet the service level thresholds stated herein will not exceed the MRC for such Licensed Space or Service.
- b. **Reporting Unavailability and Requesting Credit.** All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or (ii) Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket). In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, the request for credit must be made by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied (i.e. the trouble ticket is closed).
- c. **Exceptions.** Credits will not be issued if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) Force Majeure Events; (ii) scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives.

For questions or support, please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.

APPENDIX C – PRICE SCHEDULE

Account Name : Miami Dade
Account Number : 351074
Order Number : 1-250099660338
Version # : 2
Agreement # : 00081065.0

Currency : USD
Order Valid Until : 27-Oct-2025
Initial Term (Months) : 60
Renewal Period (Months) : 12
Non-renewal notice (Days) : 90

PREPARED BY: Gayle Simpson
PREPARED FOR: Gina Cuza
gsimpson@equinix.com
17708770239
(305)375-4914
30527576960000

Section C: Product/Element Changes		Qty	UoM	Action	Serial #	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date
Product Code	Product Description								
SPC00001	Private Cage With Circuit Based Power	1	Each	Update	297_005852	0.00	39,492.67	41,467.30	01-Jan-2026
CC00004	Demarcation Point	1	Each	Update	0000-20846386	-	-	0.00	01-Jan-2026
CC00001	Patch Panel	1	Each	Update	PP:0000:1141561	0.00	-	-	01-Jan-2026
CC00001	Patch Panel	1	Each	Update	PP:0000:1141562	0.00	-	-	01-Jan-2026
CAB000001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0101:4068447	-	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0201:4274271	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0201:4274269	-	826.88	868.22	01-Jan-2026

IBX: MI1

Address: 50 NE 9th Street, Miami, FL, 33132, United States

CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0201:4068466	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0201:4274273	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0201:4274275	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Three Phase - Redundant	1	Each	Update	0203:4274279	1,234.80	1,296.54	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0203:3566905	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Three Phase - Primary	1	Each	Update	0203:4274277	1,234.80	1,296.54	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0204:3566907	0.00	0.00	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0205:3566909	0.00	0.00	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0206:4068468	0.00	0.00	01-Jan-2026
POW00004	DC Circuit - 48v - 80-amp - Primary	1	Each	Update	0301:4330460	676.20	710.01	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0301:3567018	0.00	0.00	01-Jan-2026
POW00004	DC Circuit - 48v - 80-amp - Redundant	1	Each	Update	0301:4330461	676.20	710.01	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Primary	1	Each	Update	0303:4274545	276.15	289.96	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Redundant	1	Each	Update	0303:4274549	276.15	289.96	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0303:3567020	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0303:4274542	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0303:4274546	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0304:4274550	826.88	868.22	01-Jan-2026

IBX: MI1

Address: 50 NE 9th Street, Miami, FL, 33132, United States

Section C: Product/Element Changes

Product Code	Product Description	Qty	UoM	Action	Serial #	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0304:3567022	-	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0304:4274552	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Redundant	1	Each	Update	0305:4274556	-	276.15	289.96	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0305:3567024	-	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Primary	1	Each	Update	0305:4274554	-	276.15	289.96	01-Jan-2026
CAB00001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0306:3567026	-	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Primary	1	Each	Update	0306:4274558	-	276.15	289.96	01-Jan-2026

POW00003	AC Circuit - 120v - 20-amp - Single Phase - Primary	1	Each	Update	0308:4274561	-	213.15	223.81	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Redundant	1	Each	Update	0308:4274562	-	276.15	289.96	01-Jan-2026
POW00003	AC Circuit - 120v - 20-amp - Single Phase - Primary	1	Each	Update	0308:4274566	-	213.15	223.81	01-Jan-2026
POW00003	AC Circuit - 120v - 30-amp - Single Phase - Primary	1	Each	Update	0308:4274564	-	276.15	289.96	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0308:4274578	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0308:4274570	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0308:4274572	-	826.88	868.22	01-Jan-2026
CAB000001	Cabinet - 5.17 kVA - Closed Cabinet	1	Each	-	0308:3567028	-	0.00	0.00	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Primary	1	Each	Update	0308:4274568	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0308:4274577	-	826.88	868.22	01-Jan-2026
POW00003	AC Circuit - 208v - 30-amp - Single Phase - Redundant	1	Each	Update	0308:4274574	-	826.88	868.22	01-Jan-2026
CAG000001	Cage - 12 Cabinets - 37.21 kVA - PEC Cap - 62.01 PEC	62.01	PEC	Update	125180:3486461	-	21,735.00	22,821.75	01-Jan-2026
ECX00001	Equinix Fabric Port	1	Each	Update	4-196648585293	0.00	200.00	210.00	01-Jan-2026
CC00001	Network Cable Connection - Z-side IBX- M11	1	Each	-	21343679	-	0.00	0.00	01-Jan-2026
ECX00001	Equinix Fabric Port - 10G	1	Each	-	4-196647988963	-	0.00	0.00	01-Jan-2026
CC00001	Cross Connect	1	Each	Update	297_0064346	0.00	134.40	141.12	01-Jan-2026
CC00001	Network Cable Connection - UTP - Z-side IBX- M11	1	Each	Update	10.DS0.071505.0005 .10-W	-	134.40	141.12	01-Jan-2026
CC00001	Cross Connect	1	Each	Update	297_0064347	0.00	134.40	141.12	01-Jan-2026
CC00001	Network Cable Connection - UTP - Z-side IBX- M11	1	Each	Update	10.DS0.071505.0006 .10-W	-	134.40	141.12	01-Jan-2026
CC00001	Cross Connect	1	Each	Update	297_0064348	0.00	134.40	141.12	01-Jan-2026
CC00001	Network Cable Connection - UTP - Z-side IBX- M11	1	Each	Update	10.DS0.071505.0012 .10-W	-	134.40	141.12	01-Jan-2026
CC00001	Cross Connect	1	Each	Update	297_0069150	0.00	367.50	385.88	01-Jan-2026
CC00001	Network Cable Connection - Single-Mode Fiber - Z-side IBX- M11	1	Each	Update	10.GE.071715.0011 .10-W	-	367.50	385.88	01-Jan-2026
CC00001	Cross Connect	1	Each	Update	297_0069151	0.00	367.50	385.88	01-Jan-2026
CC00001	Network Cable Connection - Single-Mode Fiber - Z-side IBX- M11	1	Each	Update	10.GE.071715.0012 .10-W	-	367.50	385.88	01-Jan-2026

IBX: MI1										
Address: 50 NE 9th Street, Miami, FL, 33132, United States										
Section C: Product/Element Changes										
Product Code	Product Description	Qty	UoM	Action	Serial #	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date	
					10-W					
ECX00001	Equinix Fabric Port	1	Each	Update	4-196648703513	0.00	200.00	210.00	01-Jan-2026	
CC00001	Network Cable Connection - Z-side IBX- MI1	1	Each	-	21343678	-	0.00	0.00	01-Jan-2026	
ECX00001	Equinix Fabric Port - 10G	1	Each	-	4-196648703787	-	0.00	0.00	01-Jan-2026	
CC00001	Cross Connect	1	Each	Update	4-199260449628	0.00	367.50	385.88	01-Jan-2026	
CC00001	Network Cable Connection - Single-Mode Fiber - Z-side IBX- MI1	1	Each	Update	21464893	-	367.50	385.88	01-Jan-2026	
CC00001	Cross Connect	1	Each	Update	26_123656629	0.00	134.40	141.12	01-Jan-2026	
CC00001	Network Cable Connection - UTP - Z-side IBX- MI1	1	Each	Update	13779748	-	134.40	141.12	01-Jan-2026	
CC00001	Cross Connect	1	Each	Update	26_123656628	0.00	134.40	141.12	01-Jan-2026	
CC00001	Network Cable Connection - UTP - Z-side IBX- MI1	1	Each	Update	13779747	-	134.40	141.12	01-Jan-2026	
ECX00001	Equinix Fabric Port	1	Each	Update	4-203353463333	0.00	200.00	210.00	01-Jan-2026	
CC00001	Network Cable Connection - Z-side IBX- MI1	1	Each	-	21618096	-	0.00	0.00	01-Jan-2026	
ECX00001	Equinix Fabric Port - 10G	1	Each	-	4-203353463609	-	0.00	0.00	01-Jan-2026	
ECX00001	Equinix Fabric Port	1	Each	Update	4-203351624683	0.00	200.00	210.00	01-Jan-2026	
CC00001	Network Cable Connection - Z-side IBX- MI1	1	Each	-	21618095	-	0.00	0.00	01-Jan-2026	
ECX00001	Equinix Fabric Port - 10G	1	Each	-	4-203351624959	-	0.00	0.00	01-Jan-2026	
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	22245449	0.00	500.00	525.00	01-Jan-2026	
ECX00015	Equinix Fabric Virtual Connection - MI - DC - 1 Gbps Oracle Cloud Infrastructure - OCI- FastConnect	1	Each	Update	4-198960825842	-	500.00	525.00	01-Jan-2026	
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	22245450	0.00	500.00	525.00	01-Jan-2026	

ECX00015	Equinix Fabric Virtual Connection - MI - DC - 1 Gbps Oracle Cloud Infrastructure -OCI- FastConnect	1	Each	Update	4-199074439632	-	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	22245452	0.00	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - MI - 2 Gbps - Azure Express Route	1	Each	Update	4-204196496257	-	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	22245454	0.00	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - MI - 2 Gbps - Azure Express Route	1	Each	Update	4-204197406037	-	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-214755556321	0.00	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - LA - 1 Gbps Oracle Cloud Infrastructure -OCI- FastConnect	1	Each	Update	4-214755556325	-	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-214755449011	0.00	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - LA - 1 Gbps Oracle Cloud Infrastructure -OCI- FastConnect	1	Each	Update	4-214755449015	-	500.00	525.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-230698203691	0.00	275.00	288.75	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - MI - 2 Gbps - AWS Direct Connect - High Capacity	1	Each	Update	4-230698203696	-	275.00	288.75	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-230700221231	0.00	275.00	288.75	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - MI - 2 Gbps - AWS Direct Connect - High Capacity	1	Each	Update	4-230700221236	-	275.00	288.75	01-Jan-2026

IBX: MI1

Address: 50 NE 9th Street, Miami, FL, 33132, United States

Section C: Product/Element Changes		Qty	UoM	Action	Serial #	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date
Product Code	Product Description								
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-232558382581	0.00	940.00	987.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - DC - 2 Gbps Wasabi Hot Cloud Storage Direct Connect	1	Each	Update	4-232558382586	-	940.00	987.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-232680602881	0.00	720.00	756.00	01-Jan-2026

ECX00015	Equinix Fabric Virtual Connection - MI - DC - 1 Gbps Oracle Cloud Infrastructure FastConnect	1	Each	Update	4-2326680602886	-	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-232677357881	0.00	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - DC - 1 Gbps Oracle Cloud Infrastructure FastConnect	1	Each	Update	4-232677357886	-	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-242081271191	0.00	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - AT - 1 Gbps Azure Government ExpressRoute	1	Each	Update	4-242081271206	-	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection Product	1	Each	Update	4-242081650371	0.00	720.00	756.00	01-Jan-2026
ECX00015	Equinix Fabric Virtual Connection - MI - AT - 1 Gbps Azure Government ExpressRoute	1	Each	Update	4-242081650376	-	720.00	756.00	01-Jan-2026
EXT00006	Innerduct	1	Each	Update	22954421	0.00	0.00	2,500.00	01-Jan-2026
EXT00002	Innerduct Element	1	Each	Update	202549	-	-	0.00	01-Jan-2026
EC00015	Equinix Internet Access	1	Each	Update	247326642833	0.00	3,100.00	3,255.00	01-Jan-2026
CC00001	Network Cable Connection	1	Each	-	23198583	-	0.00	0.00	01-Jan-2026
CC00001	Network Cable Connection	1	Each	-	23198582	-	0.00	0.00	01-Jan-2026
EC00016	Equinix Internet Port - 10G - Dual Port - MI1	1	Each	-	4-247325880779	-	0.00	0.00	01-Jan-2026
EC00017	Internet Bandwidth - 5000 Mbps	1	Each	-	4-247325880853	-	0.00	0.00	01-Jan-2026
EC00016	Equinix Internet Port - 10G - Dual Port - MI1	1	Each	-	4-247325880872	-	0.00	0.00	01-Jan-2026
EC00015	Equinix Internet Access	1	Each	Update	4-247359404563	0.00	3,100.00	3,255.00	01-Jan-2026
CC00001	Network Cable Connection	1	Each	-	23198586	-	0.00	0.00	01-Jan-2026
CC00001	Network Cable Connection	1	Each	-	23198585	-	0.00	0.00	01-Jan-2026
EC00016	Equinix Internet Port - 10G - Dual Port - MI1	1	Each	-	4-247361913459	-	0.00	0.00	01-Jan-2026
EC00017	Internet Bandwidth - 5000 Mbps	1	Each	-	4-247361913533	-	0.00	0.00	01-Jan-2026
EC00016	Equinix Internet Port - 10G - Dual Port - MI1	1	Each	-	4-247361913552	-	0.00	0.00	01-Jan-2026
Section Total						0.00	55,637.17	60,919.03	
Section Total							NRC	MRC	
Section C:							0.00		60,919.03

Grand Total	
Monthly recurring charge:	\$60,919.03
Non-recurring charge:	\$0.00

TERMS AND CONDITIONS

1. INTRODUCTION

This Replacement Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement"). Capitalized terms used but not defined in this Replacement Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order. This Replacement Order replaces and supersedes the Order(s) referenced below (including any Online or Phone Orders related to or incorporated by reference into such Order(s)) and will, as applicable, add those new Products detailed in Section A, terminate the Products detailed in Section B and amend the Products detailed in Section C as further detailed above from the Effective Date stated in the relevant Section.

Unless otherwise stated by this Replacement Order, the Products in the Order(s) detailed in Section remain(s) unchanged.

2. DEFINITIONS

'Effective Date' as used in this Order shall be:

- For Section A: Product Additions, the date stated above on which the addition to the Licensed Space and Services takes effect or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered;
- For Section B: Product Deletions, the date stated above on which the termination of the Licensed Space and Services takes effect; - For Section C: Product Changes, the date stated above on which the change to the Licensed Space and Services takes effect; or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered of this Replacement Order.

'Products' as used in this Order may also be referred to as Licensed Space and Services.

PRODUCT TERMS

Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and are incorporated by reference into this Order.

3. INITIAL TERM & RENEWAL PERIOD

The Initial Term will commence on the Effective Date and will remain in effect for the Initial Term. After the Initial Term, the term will automatically renew for the Renewal Period unless either Party terminates the Order by providing written Non-renewal notice prior to the end of the then-current term to the other Party in which event this Order will terminate at the end of the then-current term.

4. POWER LIMITATIONS

The maximum amount of electrical power that Customer may draw is stated above as Draw Cap or Qty/LoM in kVA or kW ("Draw Cap"). Customer may not draw more power than the Draw Cap. If Customer exceeds the Draw Cap, Equinix will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Equinix may, in its sole discretion, either charge Customer for the power overage at a maximum of twice the MRC/kVA rate for Licensed Space and power Services above, or suspend Customer's power Services to return to Draw Cap compliance.

5. PRICE AND PRICE INCREASE


Customer will pay the Fees for the Licensed Space and Services from the Effective Date.

Notwithstanding anything in this Order to the contrary, all Fees for those Products in the Price Increase Terms may be subject to the Price Increase with effect from the date stated in the Price Increase Terms and every twelve (12) months thereafter, except where a change in Equinix's direct electrical supply costs exceeds the Price Increase value listed below then Equinix may change the Fees for power Services by such increased cost.

Price Increase Terms	
First Price Increase Applicable After	12 months
All Products Price Increase %	5%
Renewal Price Increase Terms	
All Products Price Increase %	5%

Equinix reserves its right to delay any Effective Date for the Licensed Space and Services under this Order unless Equinix receives a signed copy of this Order before the Effective Date stated above.

Order Reference Updates			
IBX	Product Family	Order Reference #	New Order Reference #
M11	Space & Power	1-226944260672	1-250099660338
		1-226944260672,1-	
		230698140587,1-2306998071	
		30,1-232558920321,1-	
		232680946531,1-2326803	1-250099660338
		01351,1-242081992139,1-	
		242081991838	
Miami Dade County			Equinix LLC, on behalf of itself and its U.S. Affiliates

Signature:	Billing Contact Name: Belong ITD	Equinix Local Entity Address: One Lagoon Drive, 4th Floor Redwood City CA United States 94065	Signature: 
Name:	Billing Address: 5680 SW 87TH AVE.		Name: Jeff Enstrom
Title:			Title: Director, Commercial Solutions and Bid Management
Date:			Date: 31-Jul-2025
	Phone Number: 3058968316		
	Email Address: invsbpb@miamidade.gov		

Please be aware that Customer is required to provide a valid Purchase Order (PO) at time of signature of this Order. Any delay in providing a PO will affect Equinix's provision of the Products on this Order.

MDC041