

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. SS8541-0/12-3
☐ Re-Bid Other Legacy Contract LIVING WAGE APPLIES: NO

Requisition No./Project No.: RQEL1700001

Requisition /Project Title: Relia-Vote Mail Balloting System Maintenance and Support Services Agreement - 5 Years with 1 option to renew for 3 Years.

Description: Ongoing Designated Equipment and software maintenance and technical support services for the existing Relia-Vote Mail Balloting System in use by Miami Dade County Elections Department.

Issuing Department: Elections

Contact Person: Sherry Y. Crockett

Phone: 305-375-4693

Estimate Cost: \$7,000,000

Funding Source: General Fund

ANALYSIS

Commodity Codes: 205-54

Contract/Project History of previous purchases three (3) years
Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor(s):	Pitney Bowes		
Small Business Enterprise:			
Contract Value:			

Comments:

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: *Sherry Y. Crockett, CPPB*

Date sent to SBD: *February 28, 2017*

Date returned to DPM:



APPENDIX A SCOPE OF SERVICES

**Appendix A – Scope of Services**

Pitney Bowes, Inc. herein referred to as the "Contractor" shall provide ongoing Designated Equipment and software maintenance and technical support services for the existing Relia-Vote Mail Balloting System in use by Miami Dade County, originally purchased under contract SS8541-0/12.

TECHNICAL SUPPORT AND MAINTENANCE SERVICES TO BE PROVIDED

The Contractor shall provide Technical Support Services as follows:

- Technical Support Services shall include but not be limited to general support activities; remedial resolution activities to resolve system issues including completing repairs on Equipment to maintain functionality up to manufacturer specifications; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation of any or all portions of the Software. Technical Support Services for Equipment shall be available from the hour of 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday. Contractor shall provide telephone support on the TrackMyMail Software to the County during the hours of 8:00 AM to 6:30 PM (Eastern Standard Time) via the following toll free number: 888-444-9972 x1043.
- Contractor shall provide telephone advice and email assistance by individuals with experience in functional and operational areas of the Equipment and Software regarding issues involving the usage of the System (rather than error correction), including but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times. This support provided between the hours of 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday for Equipment.
- Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with the County to resolve such objections.
- Contractor shall provide technical support in the following manner for System Outages during which the complete cessation of the Equipment's or Software ability to perform its prescribed applications due to software, hardware or mechanical failure:
 - The appropriate Contractor Customer Service Representative (CSR) will promptly respond to any request for service received from County's operators during the agreed maintenance hours and record the service call in the Contractor's service management system via a handheld device for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.
 - If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Technical Resource Person (TRP) for assistance. The TRP will provide telephone support as required in the determination of the CSR and TRP.
 - If the Outage extends beyond two hundred forty (240) consecutive minutes, the TRP will contact the Service Manager and Division Specialist. The Service Manager will review the Equipment or Software condition with the TRP, plan the necessary corrective action and notify the County as to the action being taken.
 - If the Outage extends beyond four hundred eighty (480) consecutive minutes, Contractor will notify the Division Services Director and will determine whether additional on-site support is required.
 - If the Outage extends beyond seven hundred twenty (720) minutes, the Vice President of Customer Service will be notified and appropriate additional on-site support will be supplied at no cost to the County.



- Contractor will provide afterhours emergency technical support via a telephone support number during County-wide elections. County will provide the Contractor with at least thirty (30) days' notice in advance of County-wide elections during which emergency technical support may be necessary. Contractor guarantees a call-back to the County within 60 minutes of the initial after hour's emergency telephone call. If a response call is not received within 60 minutes, one of hour of the technical support fees will be waived for each hour extending beyond the 60 minute call back window. The fees for emergency technical support are outlined in Appendix B, "Price Schedule" under the optional items.

Election Day On-Site Support Services shall be provided as follows:

- The Contractor shall provide the County with on-site technical support for the first three (3) days of ballot inserting for all County-wide elections. County will provide the Contractor with at least thirty (30) days' notice in advance of needed service. At the time of the thirty (30) days' notice, the County will advise of any potential supplemental services dates that may be required. Services shall be provided at the rates outlined in Appendix B, "Payment Schedule" and in accordance with the following schedules:
 - In even numbered, non-Presidential Election years, on-site support in the form of one (1) consultant shall be provided for the following scheduled elections:
 - The Florida Primary Election
 - The Florida General Election
 - In even numbered, Presidential Election years, on-site support in the form of one (1) consultant shall be provided for the following scheduled elections:
 - The Presidential Primary
 - The Florida Primary Election
 - The Florida General Election
 - In odd numbered years, on-site support in the form of one (1) consultant shall be provided for the concurrently scheduled, municipal elections for Hialeah, Miami Beach, and Homestead.
 - In any year, on-site support in the form of one (1) consultant shall be provided for unscheduled County-Wide Special or General Elections.

Maintenance Services shall be provided as follows:

- Contractor shall provide the County preventative maintenance services on all equipment to include inspecting, cleaning, and periodically lubricating various components as well as replacing worn parts. The County and Contractor shall establish a mutually agreed upon time for such services.
- Contractor shall provide quarterly national and state updates to the Contractor's national address directory.
- Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.
- Contractor shall attempt to correct documented errors in the Software. Errors must be reported to Contractor within a reasonable time and must be repeatable by Contractor. Contractor shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. The County shall provide Contractor with reasonable direct and/or remote access to the County's equipment, the Software and all relevant documentation and records, and shall provide such reasonable assistance as Contractor may request, including, but not limited to, providing sample output and other diagnostic information.



- Contractor shall provide the County, at no additional cost, error corrections, modification or minor enhancements (Updates) for the Software when such Updates are developed or published by Contractor and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by Contractor will be offered to the County at Contractor's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by Contractor.
- Contractor shall not complete any Equipment or Software modifications without prior consent of the County.
- Contractor shall not require the County to undergo any non-essential Software Updates within 60 days of a scheduled mailing. All Updates within 60 days of a scheduled mailing must be mutually agreed upon. At the request of the County, on-site services may be provided at the fees outlined in Appendix B.
- Contractor shall provide Data Directory updates to be installed by the County on a bi-monthly basis to satisfy USPS requirement.
- Contractor shall provide Sorting updates to the County as required by the USPS, including all postal rates and classification changes.
- The County is responsible for properly managing and operating the Software and Equipment. In no event shall Contractor be responsible to correct any errors or damages resulting from the County's unauthorized changes or modifications of the Software. Contractor shall not be responsible for correcting any alleged error if the County has failed to incorporate any Updates, which has been made available by Contractor.

SOFT-GUARD Rate Protection Plan shall be provided as follows:

- Contractor shall provide up to six (6) qualified postage rate chips (PROM) of disk replacements (media) annually. Such replacements shall be issued in the event of postal or carrier rate increases or decreases, changes in services provided by carriers (e.g. required new report formats or geographic expansions), and all zip code or zone changes. Such replacements shall not be issued in the event of a custom rate change, new classes of services offered by carriers, or the establishment of a new home zip code due to a change in Equipment location.



Appendix B Payment Schedule



APPENDIX B – PAYMENT SCHEDULE

MAINTENANCE AND SUPPORT SERVICES

Ongoing Maintenance and Support Service Fees: Pricing FOR Maintenance and Support as detailed in Appendix “A” is further detailed below:

A. Payment Schedule – YEAR 1

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2017	\$14,301.42
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2017	\$14,301.42
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2017	\$14,171.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2017	\$14,171.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2017	\$21,611.76
Relia-Vote Sorters Full Service IMB Software – Annual Support and Maintenance	7/1/2017	\$4,998.00
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2017	\$61,242.84
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2017	\$30,621.42
Election Coverage - Annual Support	7/1/2017	\$41,176.38
Imagelink Software License - Annual Payment	7/1/2017	\$20,644.80
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2017	\$7,992.72
IntelLink Control Center and Meter - Annual Payment	7/1/2017	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2017	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2017	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2017	\$31,225.26
TOTAL YEAR 1		\$300,095,787,535.66

Comment [BG5]: Pitney Bowes to add Machine 1, 2, 3, and 4 to appropriate line items



B. Payment Schedule – YEAR 2

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2018	\$14,587.45
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2018	\$14,587.45
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solution FilePrep module- Annual Support and Maintenance	7/1/2018	\$14,455.32
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2018	\$22,044.00
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2018	\$22,044.00
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2018	\$5,097.96
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2018	\$31,233.85
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2018	\$31,233.85
Election Coverage - Annual Support	7/1/2018	\$41,999.91
Imagelink Software License - Annual Payment	7/1/2018	\$21,057.70
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2018	\$7,152.57
IntelLink Control Center and Meter - Annual Payment	7/1/2018	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2018	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2018	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2018	\$31,849.77
TOTAL YEAR 2		\$280,979.83

**C. Payment Schedule - YEAR 3**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2019	\$14,879.20
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2019	\$14,879.20
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2019	\$14,744.43
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2019	\$22,484.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2019	\$22,484.88
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2019	\$5,199.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2019	\$31,858.53
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2019	\$31,858.53
Election Coverage - Annual Support	7/1/2019	\$42,839.91
Imagelink Software License - Annual Payment	7/1/2019	\$21,478.85
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2019	\$7,295.62
IntelLink Control Center and Meter - Annual Payment	7/1/2019	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2019	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2019	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2019	\$32,486.77
TOTAL YEAR 3		\$286,126.71

**D. Payment Schedule – YEAR 4**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2020	\$15,176.78
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2020	\$15,176.78
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2020	\$15,039.31
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2020	\$22,934.58
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2020	\$22,934.58
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2020	\$5,303.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2020	\$32,495.70
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2020	\$32,495.70
Election Coverage - Annual Support	7/1/2020	\$43,696.71
Imagelink Software License - Annual Payment	7/1/2020	\$21,908.43
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2020	\$7,441.53
IntelLink Control Center and Meter - Annual Payment	7/1/2020	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2020	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2020	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2020	\$33,136.50
TOTAL YEAR 4		\$291,376.52

**E. Payment Schedule –YEAR 5**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2021	\$15,176.78
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2021	\$15,176.78
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2021	\$15,039.31
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2021	\$22,934.58
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2021	\$22,934.58
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2021	\$5,303.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2021	\$32,495.70
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2021	\$32,495.70
Election Coverage - Annual Support	7/1/2021	\$43,696.71
Imagelink Software License - Annual Payment	7/1/2021	\$21,908.43
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2021	\$7,441.53
IntellLink Control Center and Meter - Annual Payment	7/1/2021	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2021	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2021	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2021	\$33,136.50
TOTAL YEAR 5		\$291,376.52

**F. OPTIONAL SERVICES**

Description	Fees
Additional Onsite Support -Monday through Friday 8AM to 5PM	\$1714.00 Per Day
Additional Onsite Support - Saturday 8AM to 5PM	\$2570.00 Per Day
Additional Onsite Support - Sunday 8AM to 5PM	\$3427.00 Per Day
Additional Onsite Support - Holidays 8AM to 5PM	\$5441.00 Per Day
After Hours Technical Support Stand-by coverage (per 8 hour block)	\$35.70
After hours Technical Telephone/Email/Site Support Services - Monday through Friday after 5pm (2hour Minimum) (requires stand-by coverage)	\$210.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Saturdays (2hour Minimum) (requires stand-by coverage)	\$315.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Sunday (2hour Minimum) (requires stand-by coverage)	\$420.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Holidays (2hour Minimum) (requires stand-by coverage)	\$630.00 per Hour
Use of TrackMyMail Software - Beyond 1,000,000 Scans fixed cost	\$15.30 Per 1000 Scans
Use of Auto-Signature Verification Software - Additional 10,000 Clicks Fixed cost	\$1,224.00
Use of Auto-Signature Verification Software - Additional 10,001 to 25,000 Clicks Fixed cost	\$2,932.50
Use of Auto-Signature Verification Software - Additional 25,001 to 50,000 Clicks Fixed cost	\$5,661.00
Use of Auto-Signature Verification Software - Additional 50,001 to 75,000 Clicks Fixed cost	\$8,670.00
Use of Auto-Signature Verification Software - Additional 75,001 to 100,000 Clicks fixed cost	\$10,200.00
System Development/Customization Services- Monday through Friday - 8AM to 5PM- requires 60 days advanced scheduling	\$270.00 Per Hour



RELIA-VOTE MAIL BALLOTING SYSTEM MAINTENANCE, SUPPORT SERVICES, AND PURCHASE AGREEMENT

THIS MAINTENANCE, SUPPORT SERVICES, AND PURCHASE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND PTINEY BOWES INC., THROUGH ITS DOCUMENT MESSAGING TECHNOLOGIES DIVISION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELEWARE, HAVING ITS PRINCIPAL OFFICE AT 37 EXECUTIVE DRIVE, DAN BURY, CT 06810 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR")

RECITALS

Whereas, the County is the owner of, or has acquired rights to, the Relia-Vote Mail Balloting System (as defined in Appendix A below), and;

Whereas the Contractor shall provide the required maintenance and support services for the Designated Equipment and Software purchased by the County on the conditions set forth in this Agreement, and;

C. Whereas the County may wish, in its sole discretion, to purchase additional Designated Equipment or Software from the Contractor;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Designated Equipment" shall mean the hardware products identified on Appendix "B" and owned by the County, along with any Software which is furnished to County by Contractor.

1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the equipment which are furnished to the County.

1.3 "Projects" and "Services" shall mean enhancements or modifications to the Designated Equipment in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.4 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the Designated Equipment and Software as defined on Appendix A "Scope of Services."

1.5 "Software" shall mean all current computer programs in machine readable object code form listed in Appendix A, "Scope of Services" attached hereto and licensing in accordance with Article 4, including any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement.

ARTICLE 2. AGREEMENT TERM



2.1 The Agreement shall continue through the last day of the sixtieth (60) month following the parties' signature, whichever is later. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for one (1) additional three (3) year term. The pricing for such renewal term shall be subject to negotiation and mutual agreement between the parties in the form of an executed amendment to this Agreement, but in no event shall the annual pricing exceed an escalation of ~~XX%~~ over the previous year.

Comment [B61]: Pitney Bowes to provide number

2.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

2.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual Agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 3. TRANSFER OF DESIGNATED EQUIPMENT OWNERSHIP

Pursuant to the terms of Contract No. E9648-0/16, the County shall be granted by Pitney Bowes Global Financial Services, full and exclusive ownership and control over the Equipment and Software purchased under Contract No. E9648-0/16. The terms of Contract No. E9648-0/16 will no longer apply to the Equipment or Software.

ARTICLE 4. GRANT OF LICENSE

4.1 Non-Transferrable Software. Contractor grants the County a limited, annual, non-transferable, non-exclusive license to use the licensed Software and Documentation in accordance with the terms of this Agreement as outlined in Appendix A, "Scope of Services." Such license shall not be construed to be any license to source code for any of the Software. Unless terminated as provided herein, the term of the License for the Software shall commence on July 1 annually and shall continue for a period of one (1) year. Thereafter, the License shall be renewed with each extension or renewal mentioned in Article 2 above, unless either party gives written notice of its intention not to renew no less than ninety (90) days prior to the anniversary date. The County is authorized to use the Software solely for its own internal operations as indicated in this Agreement.

If applicable, the Contractor shall, at its own expense, secure and administer for the County, and grant to the County, in the County's name, any and all necessary sublicenses or direct licenses for the third-party software, which shall be non-exclusive to use the third-party software, for any purpose not expressly forbidden by the terms hereof. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions that are mutually agreed upon between the County and the Contractor.

4.2 Transferrable Software. Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software and Documentation in accordance with the terms of this Agreement as outlined in Appendix A, "Scope of Services." Such license shall not be construed to be any license to source code for any of the Software. The County is authorized to use the Software solely for its own internal operations as indicated in this Agreement.

4.3 TrackMyMail Software. Contractor owns and hosts an on-line solution that allows users to track First-Class and Standard-Class mail and view online reports that show where such mail is in the mailstream and when it's been delivered. During the term of this agreement, including any renewal or extension periods, the Contractor grants the County the right to access and use the TrackMyMail Solution on an annual basis. The TrackMyMail Solution will be for outbound mail tracking services only and will provide current standard reports and associated upload options. The County shall be responsible for printing its own United States Post Office compliant bar codes. TrackIts and other label products are not included in the TrackMyMail Solution.



4.4 Restrictions and Limitations of TrackMyMail Software. County agrees that it shall not, and shall not permit any of its employees or independent contractors or any other third party to, (i) create any Web links to any URL on the TrackMyMail Solution or to any web pages contained therein, (ii) copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the TrackMyMail Solution, (iii) distribute any part of the TrackMyMail Solution over any network, including a local area network, or to sell or offer it for sale and (iv) develop any kind of a database using any file accessed as part of use of the TrackMyMail Solution. Notwithstanding the foregoing, County is authorized to download material from the TrackMyMail Solution for its own personal, noncommercial use. As used herein, "personal, noncommercial use" means that County may make one machine readable copy and/or one print copy of information of personal interest.

4.5 Auto-Signature Verification Software. If ASV™ software is licensed hereunder, annual purchase of blocks of clicks is required in advance. A click shall consist of a successful signature resolution resulting in acceptance of a signature. Any unsuccessful attempt at signature verification is not considered a click. The County's initial purchase of clicks shall be included in Appendix B, Price Schedule, and are in force for a 12 month period. The County agrees to purchase all such clicks from Contractor. If the County exceeds the volume of clicks purchased, then the County agrees to promptly notify Contractor, and purchase an additional block of clicks to pay for the click overage use. The County will be required to purchase such clicks in pre-packaged blocks or clicks, and not in fractions of a pre-packaged block of clicks. For the avoidance of doubt, if the County uses 47,500 clicks, but only purchased 40,000 clicks, the County must purchase a new block of 10,000 clicks (the smallest block of clicks available) to pay for the 7,500 click overage.

4.6 Backup Copies. The County shall have the right to make no more than one copy of the Software solely for backup and archival purposes and exclusively for the County's internal use provided that such copies include all original copyright and other proprietary notices.

ARTICLE 5. MAINTENANCE AND SUPPORT SERVICES

5.1 Contractor Obligations. Contractor shall provide the County with services in accordance with Appendix "A" Scope of Services.

5.2 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate, except for any of the Optional Services the County may require, listed on Appendix B. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Appendix "B".

ARTICLE 6. MAINTENANCE SUPPORT FEES, METHOD AND TIMES OF PAYMENT

6.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software and documentation as set forth on Appendix B "Payment Schedule" attached hereto on the Payment Date listed on Appendix B. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for any of the Optional Services the County may require, listed on Appendix B, or a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

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

6.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension



periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

6.4 Invoices. All invoices shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust 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 Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County or the Public Health 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 the Public Health Trust. In addition to the remedies stated above, Contractor reserves the right to suspend access to the TrackMyMail Solution or other annualized Software license, or withhold any Services hereunder during any period in which the County's account is more than sixty (60) days past due.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor, after the Contractor has a thirty (30) day review period to resolve any outstanding amount, 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 in duplicate by the Contractor to the County as follows:

Miami-Dade County
Elections
2700 NW 87th Avenue
Doral, Florida 33172

Attention: Rena Saiter
Phone: (305) 499-8424

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

ARTICLE 7. CONFIDENTIALITY

7.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

- a) Confidential Information for the purposes of this Agreement will also mean all tangible and intangible confidential and proprietary information and trade secrets (whether or not patentable or copyrightable), owned or possessed by either party prior to the expiration or termination of this Agreement, including without limitation, each party's and its



affiliates' and subsidiaries' business/customer information, customer data, business practices, data processes, computer or software products or programs and all related documentation, intellectual property, cost and pricing information, know-how, marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, personnel or customer data, in each case that is disclosed to the other party or to which the parties gain access in connection with this Agreement. Both parties agree to hold the Confidential Information in strict confidence, and apply at least the standard of care that each party would use in protecting its own Confidential Information, and not to disclose such Confidential Information to any third party, and without the written permission, not to use any Confidential Information except as reasonably required to exercise its rights or perform its obligations under this Agreement

- b) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

7.2 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractors or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

7.3 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County.

7.4 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 8. PROTECTION OF SOFTWARE

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

8.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement.

- a) Ownership. All intellectual property or other proprietary rights under any jurisdiction throughout the world including, without limitation, copyrights, patents, trademarks, trade names and trade dress rights, trade secret rights, rights of publicity; and other intellectual property rights, wherever recognized (collectively, "Intellectual Property Rights") in



and to the Software, whether developed prior to, during or after the date of this Agreement, are and will remain the sole and exclusive property of the Contractor and its licensors. No Intellectual Property Rights will transfer to the County by virtue of its use of the Software. The County agrees to secure and protect the Software and copies thereof in a manner consistent with maintenance of County's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

- b) Third Party Content. Various third party software and other documentation may have been incorporated into the Software and/or the Documentation by Contractor under permission from Contractor's licensors and suppliers ("Third Party Content"). Certain Third Party Content provided hereunder requires the County be certified by the United States Postal Services. County's failure to obtain such certification shall not impact County's obligation to pay to Pitney Bowes fees due hereunder. In addition, certain Third Party Content requires the County to agree to additional terms of use set forth on Appendix A and B. If Contractor's license to any Third Party Content terminates, County agrees: (a) that the Agreement and all other agreements related thereto (e.g. equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from Contractor; and (c) that Contractor shall have no further obligation with respect to such Third Party Content.
- c) Export and Other Laws. The County agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Contractor, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Contractor nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, the County and Contractor shall comply with all applicable laws and regulations relating to the Software and its use. In addition, certain United States Postal Service regulations and/or rules prohibit the transfer of certain software outside of the United States.
- d) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Contractor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

8.3 TrackMyMail Software. The TrackMyMail Software, including, but not limited to data, text, reports, content, photographs, graphics, video and audio is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual elements comprising the TrackMyMail Software are also copyrighted works. The County must abide by all additional copyright notices or restrictions contained in the TrackMyMail Software. The County agrees to not use any Content to create a competitive product.

8.4 Passwords. The County agrees that it is responsible for maintaining the confidentiality of its account number and passwords to the Software. The County agrees to immediately notify Contractor of any unauthorized use of its account or any other breach of security of which County becomes aware.

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

ARTICLE 9 PURCHASE OF ADDITIONAL EQUIPMENT OR SOFTWARE

Additional Designated Equipment or Software related to the Relia-Vote System may be purchased during the term of the contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment will be mutually agreed upon by the parties and executed in writing.

**ARTICLE 10. WARRANTIES**

10.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software System, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty for New Purchases. Contractor represents and warrants to the County that the Equipment and Software, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Equipment and Software for a period of one year from the date of Acceptance.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, Contractor will assume the obligations stated in this Agreement only if County operates the Equipment and Software in accordance with manufacturer's published specifications for such Equipment and Software including, without limitation, under suitable temperature, humidity, line voltage, and any other manufacturer specified environmental conditions and only if County uses reasonable care in handling, operating, and maintaining the Equipment and Software; and only if County uses the Equipment and Software only for the ordinary purpose for which it is designed. The Contractor shall have no warranty obligations with respect to any failures of the Software System which are the result of accident, abuse, misapplication, or extreme power surge.

10.4 Equipment Warranty for New Purchases. For Equipment provided pursuant to this Agreement, Contractor warrants to the County that Contractor's product ordered hereunder will be free from manufacturing defects in material and workmanship and that it will perform according to Contractor's published specifications for one (1) year, or for Sorting Systems, until the manufacturer's published usage limits have been reached, whichever occurs first, commencing immediately upon the date of Acceptance. If the County has any material problems with the Equipment involving a manufacturing defect in material or workmanship during the warranty period, Contractor will repair or, at the Contractor's option, replace the Equipment having such problems. During the warranty period, Contractor will be responsible for the cost of parts and service labor necessary to repair or replace the Equipment or, at the Contractor's option, replacing the Equipment. Contractor does not assume a warranty obligation for consumable parts or supplies such as print heads and ink, or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's published specifications.

This warranty excludes: (a) preventive maintenance, routine service and normal wear; (b) Equipment serviced, repaired, refurbished or otherwise disassembled/reassembled by persons not certified by Contractor to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by Contractor; (d) damage to Equipment caused by failure to use Contractor's authorized procedures and processes; (e) the effects or outcome of integrating or connecting Contractor's Equipment with products or processing equipment of companies other than Contractor's or its wholly-owned subsidiaries.

THE ABOVE-STATED WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT PROVIDED AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY.

10.5 Software Warranty for New Purchases. For Software provided hereunder, Contractor warrants that for a period of one (1) year from the date of Acceptance, Contractor's Software will conform to all substantial operational functions of Contractor's Software described in any Documentation provided if installed and used in the operating environment specified therein. If Contractor's Software does not so conform during the warranty period Contractor shall, at Contractor's option repair or replace the Software.

The County represents, warrants and agrees that: (i) it will use the Software for lawful purposes only and in a manner consistent with local, state and federal laws and regulations, (ii) it has and will have the power and authority to enter into



and perform its obligations under this Agreement, (iii) any information provided to Contractor in connection with County's use of the Software shall be accurate, and (iv) it will not use Contractor's name, image, copyright or any of its intellectual property without Contractor's prior express written consent, which may be withheld, denied or withdrawn, by Contractor at any time for any reason, in its sole discretion.

The warranties provided herein shall not apply if Contractor's Software fails to perform as a result of: (i) Contractor's Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with Contractor's instructions; (ii) Contractor's Software having been altered, modified, converted or repaired by anyone other than Contractor; (iii) Contractor's Software having been used with any County or third-party hardware or software not approved in writing by Contractor; (iv) negligence, accident, misuse, abuse, operator error or any other cause within County's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by the County; or (viii) any use of the Contractor's Software beyond the number of locations or the number of computer systems permitted by and/or paid for under this Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Contractor's negligence or willful misconduct.

THE ABOVE-STATED WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE SOFTWARE PROVIDED AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY.

10.6 Service Warranty. For services provided hereunder, Contractor warrants that such services shall be performed in a professional and workmanlike manner. REPLACEMENT AND/OR ADDITIONAL PARTS USED IN CONNECTION WITH THE MAINTENANCE OF THE PRODUCTS HEREUNDER ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.7 Postal Service Data. The TrackyMyMail Software provides processing of Confirm Data™ provided by the Postal Service. The Contractor makes no warranty of any kind whatsoever, and specifically with respect to the data provided by the Postal Service, makes no assurances as to the accuracy, timeliness, or completeness of said data, and also has no responsibility for delivery of mail by the Postal Service, or any role in investigating any delivery problems beyond delivering data in accordance with contractor's standard business operations. In addition, any and all data is delivered and provided with all faults and contractor makes and no additional express or implied warranties.

10.8 Third Party Links. None of the links which may be provided by the Software, which may allow the County to visit the sites of other companies, and none of such companies to whom they belong, are controlled by Contractor. Accordingly, Contractor makes no representations concerning the information provided in these sites nor the quality or acceptability of the products or services offered by the companies referenced in these sites. Contractor has not tested and makes no representations regarding the correctness, performance or quality of any software found at these sites. The County should research and assess the risks which may be involved in accessing and using any software on the internet before using it.

ARTICLE 11: SOFTWARE MODIFICATIONS

11.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

11.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project



that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

11.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 12. INDEMNIFICATION AND INSURANCE:

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from bodily injury or death to any person or tangible property damage, to the extent that such injury or damage is caused by Contractor's gross negligence or willful misconduct in its performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors while on the County's business premises. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.



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

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The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, 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.

NOTE CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128-1989**

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

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with this solicitation. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County within thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this Agreement.

Comment [BG2]: Limitation of the certificate system, it does not permit new certificates to be issued until policy becomes live.

Comment [BG3]: Pending confirmation from Risk on this item. Email sent 2/24/17 to request expedited review.

ARTICLE 13. DEFAULT AND TERMINATION

10.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations



with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

13.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, either party may at any time, in its sole discretion, with or without cause, terminate this Agreement by providing thirty (30) days' written notice to the other party and in such event:

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

13.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 5 (Confidentiality) or makes an assignment in violation of Article 12 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors. In addition, Contractor, may terminate or suspend the County's account and, subject to the restrictions of Florida Statute 119 as more completely outlined in Article 23, delete any content stored in County's account if, in Contractor's sole discretion, County violates any laws in connection with its use of the Software or any other third-party software under this Agreement. Contractor may also terminate this Agreement if a competent regulatory authority requires Contractor to do so. Contractor will not be liable to County or any third party for any suspension or termination of County's access to the Software.

Comment [BG4]: This inserted language is required in order for this to be legally sufficient per the County Attorney's Office.

13.4 Effective Date of Termination. Termination due to a material breach of Articles 6 (Protection of Software), or 5 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:



Miami-Dade County
Elections
2700 NW 87th Avenue
Doral, Florida 33172

Attention: Rena Saiter
Phone: 305-499-8424
E-mail: rena.saiter@miamidade.gov

and to the Agreement Manager:

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

Attn: Sherry Y. Crockett
Phone: (305) 375-4693
E-Mail: Crockett@miamidade.gov

(2) To the Contractor

Pitney Bowes Inc.
37 Executive Drive
Danbury, CT 06810-4148
Attention: President

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 15. NONASSIGNABILITY

Neither party shall assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE 16. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "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 herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on



the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; 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 (1/4) of one percent in any exempted contract at the time of award.***

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

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

ARTICLE 17. GOVERNING LAW

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

**ARTICLE 18. COUNTY USER ACCESS PROGRAM (UAP)**

18.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

18.2 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 3 work 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.

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

ARTICLE 19. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 20. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 21. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

- a) Vendor Registration



The Contractor shall be a registered vendor with the County – Internal Services Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

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

2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)

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

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

5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)

6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)

9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
(Ordinance 97-35)

12. Miami-Dade County E-Verify Affidavit
(Executive Order 11-116)

13. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

14. Environmentally Acceptable Packaging
(Resolution R-738-92)

15. W-9 and 8109 Forms
(as required by the Internal Revenue Service)

16. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

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

17. Office of the Inspector General
(Section 2-1076 of the County Code)

18. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

19. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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



immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics. In accordance with 2-11.1 (y), the Miami Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 22. FIRST SOURCE HIRING REFERRAL PROGRAM

The Contractor will comply with the following provision to the extent that (1) entering into this contract creates new employment openings for personnel that will be assigned solely and specifically to the County's contract, or (2) during the term of the contract, an employee currently assigned solely and specifically to the County's contract vacates his or her position, and such position needs to be filled in order to continue to perform under the County's contract.

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

ARTICLE 23. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure 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) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC



RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 24. INTELLILINK™ SUBSCRIPTION AND METER RENTAL

The County acknowledges that pursuant to United States Postal Service (USPS) regulations, the Contractor must retain all ownership rights for the IntelliLink™ Control Center and associated postage meter. The Contracts grants the County the right to use IntelliLink™ Control Center and associated postage meter for the purpose of processing mail. The County understands that tampering with or misusing the IntelliLink™ Control Center and associated postage meter is a violation of federal law. The County further acknowledges that only attachments or printing devices authorized by the Contractor may be utilized in conjunction with the IntelliLink™ Control Center and associated postage meter.

Both parties acknowledge that collection of information from the IntelliLink™ Control Center and associated postage meter is authorized by law, and such information shall be used to administer postage meter activities. Such information shall be subject to disclosure as required by law. The Contractor may access or download information remotely from the IntelliLink™ Control Center and associated postage meter to obtain information regarding the County's postage usage amounts and patterns in order to conduct inspections as required by the USPS regulations. The Contractor will not share any such information with any third parties.

The County shall notify the Contractor prior to moving the IntelliLink™ Control Center and associated postage meter to a different location

ARTICLE 25 UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT

The County acknowledges that funds must be transferred to the USPS through a lockbox bank of the purpose of prepayment of postage on the IntelliLink™ Control Center and associated postage meter. The County may from time to time make deposits in the lockbox bank account identified as "United States Postal Service CMRS-PB". The USPS may at its discretion, designate itself or a successor as the recipient of deposits made by the County. Any deposits made by the County shall be credited by the USPS only for the payment of postage issued through the IntelliLink™ Control Center and associated postage meter. Such deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with the deposits of other entities. The County shall not receive or be entitled to any interest or other earned income on such deposits. The USPS will provide the County with a refund for remaining postage balances. The lockbox bank will provide a refund to the County for deposits otherwise held by the USPS. All deposits and refunds shall be provided in accordance with the rules and regulations governing deposit of funds for computerized resetting systems, published in the Domestic Mail Manual Transition Book or its successor. The lockbox bank, which shall collect funds on behalf of the USPS, shall provide the Contractor, on each business day, information as to the amount of each deposit made by the County in order to allow the Contractor to maintain updated records. The Contractor may deposit funds on behalf of the County. The USPS will make no advances. The County acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable laws. The USPS rules, regulations and orders shall prevail in the event of any conflict with any other terms and conditions applicable to deposits. The County shall become subject to the terms and conditions of this acknowledgment at the time when any transaction through the lockbox bank is completed.

ARTICLE 26 UNITED STATES POSTAL SERVICE (USPS) COMPLIANCE

The Contractor shall insure that the Designated Equipment and Software performs in accordance with all regulations mandated by the USPS.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION



- a) The Contractor's Designated Equipment and Software provided under this Agreement 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 its performance.
- b) The Contractor warrants that all Designated Equipment and Software furnished hereunder, including but not limited to: equipment, programs, documentation, software, , and the like, do not infringe upon or violate any known copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights. Contractor will have no obligation to indemnify, defend or hold the County harmless with respect to any claims that are based on combination, operation or use of the Contractor's product or service with non-Contractor products or services, unless provided to the County as an integrated part of the Designated Equipment or Software, if such claim of infringement could have been avoided had such combination, operation or use not occurred.
- c) The Contractor shall be liable and responsible for any and all claims made by a third party 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, Contractor's performance under this Agreement, or the County's continued use of the Designated Equipment and Software furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Designated Equipment and Software, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, where feasible, and at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Designated Equipment or Software hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Designated Equipment and Software which is shown to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay its production of mail, or be unlawful.

ARTICLE 28. 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 Services being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been



approved or endorsed by the County.

ARTICLE 29. 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 grant 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, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's 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 in regard to remedying the situation.

ARTICLE 30. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, Contractor's total liability relating to the County, except to the extent losses are covered by proceeds of any insurance provided pursuant to this Article 9 hereof or claims relating to patent and copyright infringement as further defined in Article 27, for any claim of any kind shall not exceed in aggregate the total value of this Agreement; however, Contractor shall have no liability for any damage the County may incur through its own negligent acts or omissions or its misuse of the equipment, software or services.

Software provided hereunder may require the County to provide testing materials to the United States Postal Service (USPS) for purposes of ensuring MERLIN compliance. Contractor assumes no liability for the County's failure to obtain USPS approval.



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

**Pitney Bowes Inc., through its
Document Messaging Technologies Division**

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



APPENDIX A SCOPE OF SERVICES

**Appendix A – Scope of Services**

Pitney Bowes, Inc. herein referred to as the "Contractor" shall provide ongoing Designated Equipment and software maintenance and technical support services for the existing Relia-Vote Mail Balloting System in use by Miami Dade County, originally purchased under contract SS8541-0/12.

TECHNICAL SUPPORT AND MAINTENANCE SERVICES TO BE PROVIDED

The Contractor shall provide Technical Support Services as follows:

- Technical Support Services shall include but not be limited to general support activities; remedial resolution activities to resolve system issues including completing repairs on Equipment to maintain functionality up to manufacturer specifications; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation of any or all portions of the Software. Technical Support Services for Equipment shall be available from the hour of 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday. Contractor shall provide telephone support on the TrackMyMail Software to the County during the hours of 8:00 AM to 6:30 PM (Eastern Standard Time) via the following toll free number: 888-444-9972 x1043.
- Contractor shall provide telephone advice and email assistance by individuals with experience in functional and operational areas of the Equipment and Software regarding issues involving the usage of the System (rather than error correction), including but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times. This support provided between the hours of 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday for Equipment.
- Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with the County to resolve such objections.
- Contractor shall provide technical support in the following manner for System Outages during which the complete cessation of the Equipment's or Software ability to perform its prescribed applications due to software, hardware or mechanical failure:
 - The appropriate Contractor Customer Service Representative (CSR) will promptly respond to any request for service received from County's operators during the agreed maintenance hours and record the service call in the Contractor's service management system via a handheld device for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.
 - If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Technical Resource Person (TRP) for assistance. The TRP will provide telephone support as required in the determination of the CSR and TRP.
 - If the Outage extends beyond two hundred forty (240) consecutive minutes, the TRP will contact the Service Manager and Division Specialist. The Service Manager will review the Equipment or Software condition with the TRP, plan the necessary corrective action and notify the County as to the action being taken.
 - If the Outage extends beyond four hundred eighty (480) consecutive minutes, Contractor will notify the Division Services Director and will determine whether additional on-site support is required.
 - If the Outage extends beyond seven hundred twenty (720) minutes, the Vice President of Customer Service will be notified and appropriate additional on-site support will be supplied at no cost to the County.



- Contractor will provide afterhours emergency technical support via a telephone support number during County-wide elections. County will provide the Contractor with at least thirty (30) days' notice in advance of County-wide elections during which emergency technical support may be necessary. Contractor guarantees a call-back to the County within 60 minutes of the initial after hour's emergency telephone call. If a response call is not received within 60 minutes, one of hour of the technical support fees will be waived for each hour extending beyond the 60 minute call back window. The fees for emergency technical support are outlined in Appendix B, "Price Schedule" under the optional items.

Election Day On-Site Support Services shall be provided as follows:

- The Contractor shall provide the County with on-site technical support for the first three (3) days of ballot inserting for all County-wide elections. County will provide the Contractor with at least thirty (30) days' notice in advance of needed service. At the time of the thirty (30) days' notice, the County will advise of any potential supplemental services dates that may be required. Services shall be provided at the rates outlined in Appendix B, "Payment Schedule" and in accordance with the following schedules:
 - In even numbered, non-Presidential Election years, on-site support in the form of one (1) consultant shall be provided for the following scheduled elections:
 - The Florida Primary Election
 - The Florida General Election
 - In even numbered, Presidential Election years, on-site support in the form of one (1) consultant shall be provided for the following scheduled elections:
 - The Presidential Primary
 - The Florida Primary Election
 - The Florida General Election
 - In odd numbered years, on-site support in the form of one (1) consultant shall be provided for the concurrently scheduled, municipal elections for Hialeah, Miami Beach, and Homestead.
 - In any year, on-site support in the form of one (1) consultant shall be provided for unscheduled County-Wide Special or General Elections.

Maintenance Services shall be provided as follows:

- Contractor shall provide the County preventative maintenance services on all equipment to include inspecting, cleaning, and periodically lubricating various components as well as replacing worn parts. The County and Contractor shall establish a mutually agreed upon time for such services.
- Contractor shall provide quarterly national and state updates to the Contractor's national address directory.
- Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.
- Contractor shall attempt to correct documented errors in the Software. Errors must be reported to Contractor within a reasonable time and must be repeatable by Contractor. Contractor shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. The County shall provide Contractor with reasonable direct and/or remote access to the County's equipment, the Software and all relevant documentation and records, and shall provide such reasonable assistance as Contractor may request, including, but not limited to, providing sample output and other diagnostic information.



- Contractor shall provide the County, at no additional cost, error corrections, modification or minor enhancements (Updates) for the Software when such Updates are developed or published by Contractor and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by Contractor will be offered to the County at Contractor's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by Contractor.
- Contractor shall not complete any Equipment or Software modifications without prior consent of the County.
- Contractor shall not require the County to undergo any non-essential Software Updates within 60 days of a scheduled mailing. All Updates within 60 days of a scheduled mailing must be mutually agreed upon. At the request of the County, on-site services may be provided at the fees outlined in Appendix B.
- Contractor shall provide Data Directory updates to be installed by the County on a bi-monthly basis to satisfy USPS requirement.
- Contractor shall provide Sorting updates to the County as required by the USPS, including all postal rates and classification changes.
- The County is responsible for properly managing and operating the Software and Equipment. In no event shall Contractor be responsible to correct any errors or damages resulting from the County's unauthorized changes or modifications of the Software. Contractor shall not be responsible for correcting any alleged error if the County has failed to incorporate any Updates, which has been made available by Contractor.

SOFT-GUARD Rate Protection Plan shall be provided as follows:

- Contractor shall provide up to six (6) qualified postage rate chips (PROM) of disk replacements (media) annually. Such replacements shall be issued in the event of postal or carrier rate increases or decreases, changes in services provided by carriers (e.g. required new report formats or geographic expansions), and all zip code or zone changes. Such replacements shall not be issued in the event of a custom rate change, new classes of services offered by carriers, or the establishment of a new home zip code due to a change in Equipment location.



Appendix B Payment Schedule



APPENDIX B – PAYMENT SCHEDULE

MAINTENANCE AND SUPPORT SERVICES

Ongoing Maintenance and Support Service Fees: Pricing FOR Maintenance and Support as detailed in Appendix "A" is further detailed below:

A. Payment Schedule – YEAR 1

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2017	\$14,301.42
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2017	\$14,301.42
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2017	\$14,171.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2017	\$14,171.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2017	\$21,611.76
Relia-Vote Sorters Full Service IMB Software – Annual Support and Maintenance	7/1/2017	\$4,998.00
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2017	\$61,242.84
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2017	\$30,621.42
Election Coverage - Annual Support	7/1/2017	\$41,176.38
Imagelink Software License - Annual Payment	7/1/2017	\$20,644.80
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2017	\$7,992.72
IntelLink Control Center and Meter - Annual Payment	7/1/2017	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2017	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2017	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2017	\$31,225.26
TOTAL YEAR 1		\$300,095,787,535.66

Comment [B65]: Priney Powes to add Machine 1, 2, 3, and 4 to appropriate line items.



MIAMI-DADE COUNTY, FLORIDA

Agreement No.

B. Payment Schedule – YEAR 2

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2018	\$14,587.45
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2018	\$14,587.45
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solution FilePrep module- Annual Support and Maintenance	7/1/2018	\$14,455.32
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2018	\$22,044.00
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2018	\$22,044.00
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2018	\$5,097.96
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2018	\$31,233.85
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2018	\$31,233.85
Election Coverage - Annual Support	7/1/2018	\$41,999.91
Imagelink Software License - Annual Payment	7/1/2018	\$21,057.70
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2018	\$7,152.57
IntellLink Control Center and Meter - Annual Payment	7/1/2018	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2018	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2018	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2018	\$31,849.77
TOTAL YEAR 2		\$280,979.83

**C. Payment Schedule - YEAR 3**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2019	\$14,879.20
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2019	\$14,879.20
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2019	\$14,744.43
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2019	\$22,484.88
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2019	\$22,484.88
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2019	\$5,199.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2019	\$31,858.53
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2019	\$31,858.53
Election Coverage - Annual Support	7/1/2019	\$42,839.91
Imagelink Software License - Annual Payment	7/1/2019	\$21,478.85
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2019	\$7,295.62
IntelLink Control Center and Meter - Annual Payment	7/1/2019	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2019	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2019	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2019	\$32,486.77
TOTAL YEAR 3		\$286,126.71

**D. Payment Schedule – YEAR 4**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2020	\$15,176.78
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2020	\$15,176.78
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2020	\$15,039.31
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2020	\$22,934.58
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2020	\$22,934.58
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2020	\$5,303.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2020	\$32,495.70
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2020	\$32,495.70
Election Coverage - Annual Support	7/1/2020	\$43,696.71
Imagelink Software License - Annual Payment	7/1/2020	\$21,908.43
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2020	\$7,441.53
IntelLink Control Center and Meter - Annual Payment	7/1/2020	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2020	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2020	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2020	\$33,136.50
TOTAL YEAR 4		\$291,376.52

**E. Payment Schedule –YEAR 5**

Software Description	Maintenance Term	Fees
Relia-Vote AutoBallot Mailer Annual Support and Maintenance	7/1/2021	\$15,176.78
Relia-Vote AutoBallot Mailer- Annual Support and Maintenance	7/1/2021	\$15,176.78
Relia-Vote HP G8 Server, and Direct Connect Spare server for Inserter including Global Mainstream Solutions FilePrep module- Annual Support and Maintenance	7/1/2021	\$15,039.31
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2021	\$22,934.58
Relia-Vote Vantage Sorting Systems - Annual Support and Maintenance	7/1/2021	\$22,934.58
Relia-Vote Sorters Full Service IMB Software - Annual Support and Maintenance	7/1/2021	\$5,303.92
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution (New)	7/1/2021	\$32,495.70
Relia-Vote Eight (8) Station In-Line Precinct Printer Solution - Chassis and MCS solution	7/1/2021	\$32,495.70
Election Coverage - Annual Support	7/1/2021	\$43,696.71
Imagelink Software License - Annual Payment	7/1/2021	\$21,908.43
SOFT-GUARD Rate protection Plan - Annual Payment	7/1/2021	\$7,441.53
IntelLink Control Center and Meter - Annual Payment	7/1/2021	\$3,636.00
TrackMyMail Software System - Up to 1,000,000 Scans - Annual Payment	7/1/2021	\$10,000.00
Auto-Signature Verification Software-Up to 100,000 clicks - Annual Payment	7/1/2021	\$10,000.00
Relia-Vote AutoBallot Mailer, ImageLink Relia-Vote Sorter and Global Mainstream Solutions FilePrep Module- Annual Support and maintenance	7/1/2021	\$33,136.50
TOTAL YEAR 5		\$291,376.52

**F. OPTIONAL SERVICES**

Description	Fees
Additional Onsite Support -Monday through Friday 8AM to 5PM	\$1714.00 Per Day
Additional Onsite Support - Saturday 8AM to 5PM	\$2570.00 Per Day
Additional Onsite Support - Sunday 8AM to 5PM	\$3427.00 Per Day
Additional Onsite Support - Holidays 8AM to 5PM	\$5441.00 Per Day
After Hours Technical Support Stand-by coverage (per 8 hour block)	\$35.70
After hours Technical Telephone/Email/Site Support Services - Monday through Friday after 5pm (2hour Minimum) (requires stand-by coverage)	\$210.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Saturdays (2hour Minimum) (requires stand-by coverage)	\$315.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Sunday (2hour Minimum) (requires stand-by coverage)	\$420.00 per Hour
After hours Technical Telephone/Email/Site Support Services - Holidays (2hour Minimum) (requires stand-by coverage)	\$630.00 per Hour
Use of TrackMyMail Software - Beyond 1,000,000 Scans fixed cost	\$15.30 Per 1000 Scans
Use of Auto-Signature Verification Software - Additional 10,000 Clicks Fixed cost	\$1,224.00
Use of Auto-Signature Verification Software - Additional 10,001 to 25,000 Clicks Fixed cost	\$2,932.50
Use of Auto-Signature Verification Software - Additional 25,001 to 50,000 Clicks Fixed cost	\$5,661.00
Use of Auto-Signature Verification Software - Additional 50,001 to 75,000 Clicks Fixed cost	\$8,670.00
Use of Auto-Signature Verification Software - Additional 75,001 to 100,000 Clicks fixed cost	\$10,200.00
System Development/Customization Services- Monday through Friday - 8AM to 5PM- requires 60 days advanced scheduling	\$270.00 Per Hour