

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☒ Bid Waiver ☐ Emergency Previous Contract/Project No. EC07-20

☐ Contract
☐ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID2100208 TERM OF CONTRACT 5 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Intrado Viper 911 Upgrade

Description: This contract will be to upgrade MDPDs Positron call handling equipment to Viper 7. This will also include Text-To-911.

Issuing Department: ISD Contact Person: Brandon Nealey Phone: 305-375-4884

Estimate Cost: \$3,166,360 GENERAL FEDERAL OTHER
Funding Source: X

ANALYSIS

<u>Commodity Codes:</u>	<u>72518</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Intrado</u>	<u> </u>	<u> </u>		
Small Business Enterprise:	<u> </u>	<u> </u>	<u> </u>		
Contract Value:	<u>\$62,400</u>	<u> </u>	<u> </u>		
Comments:	<u> </u>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Basis of Recommendation: <u> </u>				
Signed: <u>Brandon Nealey</u>		Date sent to SBD: <u>8/16/2021</u>		
		Date returned to SPD: <u> </u>		

Contractor Intrado Viper 911 Upgrade
Contract No.

THIS AGREEMENT for the provision of Viper 911 Call Handling Equipment, made and entered into as of this _____ day of _____ by and between Contractor Life & Safety Solutions Corporation , a corporation organized and existing under the laws of the State of Nebraska, having its principal office at 11808 Miracle Hills Drive Omaha, NE 68154 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County's Positron Call Handling Equipment being maintained and supported by the Contractor under Contract No. EC07-20 has been in production for eleven (11) years and is at end of life;

WHEREAS, the Contractor has offered to provide an upgrade to Viper 7 Call Handling Equipment and Text-To-911, inclusive of Software, Hardware and associated components, Implementation, Training, Maintenance and Technical Support Services, and Professional Services a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and,

WHEREAS, the County desires to upgrade to Viper 7 Call Handling Equipment and Text-To-911, inclusive of Software, Hardware and associated components, Implementation, Training, Maintenance and Technical Support Services, and Professional Services from the Contractor , in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

- 1.1 The words "Acceptance Criteria" to mean a set of predefined requirements that must be met in order to approve the Solution for Final Acceptance.
- 1.2 The words "Acceptance Testing" to mean a testing technique performed to determine whether or not the Solution has met the Acceptance Criteria.
- 1.3 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- 1.4 The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- 1.5 The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.6 The word "Contractor" to mean Contractor Life & Safety Solutions Corporation and its permitted successors.
- 1.7 The word "Days" to mean calendar days.
- 1.8 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.9 The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

- 1.10 The word "Equipment" to mean the Viper 911 call handling equipment (CPE) and associated components.
- 1.11 The words "Excusable Delay" to mean any delay in the Work resulting from any cause (during the Project) after the applicable Project Schedule date and before completion if such cause is beyond Contractor's reasonable control and was not caused by the fault of Contractor or any Subcontractor.
- 1.12 The words "Final Acceptance" to mean final written acceptance of all required Work for the Project, as determined by the County.
- 1.13 The words "Go-Live" the written acceptance by both parties that all implementation portions of the Scope of Services have been completed and the Solution is fully operational in a production environment.
- 1.14 The words "Software" to mean the software component(s) provided pursuant to the Contract.
- 1.15 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.16 The word "Solution" to mean a Viper 911 call handling system inclusive of hardware, hosting services, software, implementation, all installation aspects, training, customization, integration, professional services, and ongoing maintenance and technical support.
- 1.17 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- 1.18 The words "Service" or "Services" to mean the provision of _____ services in accordance with the Scope of Services.
- 1.19 The words "Software" to mean the software component(s) provided pursuant to the Contract.
- 1.20 The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.21 The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 46, 2) Appendix A, and 3) Appendix B, 4) Appendix C.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 60th month, thereafter. The County, at its sole discretion, may renew this Contract for _____. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. GRANT OF LICENSE

- 6.1 Contractor grants to the County a personal, nonexclusive, nontransferable, non-sublicensable, license to use the Software delivered to the County, including virtual appliances and any software embedded in delivered Hardware, at the location and on the number of servers, workstations and users or other applicable metric set forth in Appendix A, Scope of Services, in accordance with the system specifications and requirements provided by Contractor. All right, title and interest in and to the Software, including any customizations made to the Software, or updates or upgrades to the Software supplied by Contractor, will remain vested with Contractor and its licensors. The County's rights to use the Software will terminate on notice from Contractor if The County fails to comply with any provision of this Agreement. On termination, County will destroy all copies of Software and associated documentation in its possession or control.
- 6.2 The County will not itself, or through any affiliate, agent or other third party: (a) sell, lease or sublicense or otherwise transfer the Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software; (c) modify

or enhance the Software or write or develop any derivative software or any other functionally compatible, substantially similar or competitive products; (d) network the Software or use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Contractor's prior written consent; or (g) use or copy the Software except as reasonably required for archival purposes only.

ARTICLE 7. DELIVERY

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

ARTICLE 8. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

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

ARTICLE 9. FUNCTIONALLY EQUIVALENT SOFTWARE

As long as the County maintains continuous Maintenance and Technical Support Services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees. In the event the County elects to transfer its license to the Solution to the Successor Products, the County shall return to Contractor the Licensed Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

ARTICLE 11. PURCHASE OF ADDITIONAL PRODUCTS AND SERVICES

Additional products and services related to the Solution for which the Contractor is the proprietary provider or authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items and/or services, a County representative will contact the Contractor to obtain a price proposal for the additional items and/or services. 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 12. NOTICE REQUIREMENTS

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

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention: Thomas Gross
Phone: (305) 596-8218

E-mail: Thomas.Gross@miamidade.gov
and
b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Contractor Life & Safety Solutions Corp
11808 Miracle Hills Drive
Omaha, NE 68154

Attention: Alan West
Phone: (678) 787-4247
E-mail: awoods@west.com

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

ARTICLE 13. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

ARTICLE 14. PRICING

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

ARTICLE 15. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix C. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the

County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

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

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

Miami-Dade County

Attention: _____

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

ARTICLE 16. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

OR

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

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

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

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

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

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

ARTICLE 17. COUNTY RESPONSIBILITIES

17.1 The County shall be responsible to provide the following:

- a) Designate a Project Manager, with authority, competence, and responsibility to communicate information to Contractor and to act as liaison between the County and Contractor.
- b) Ensure that staff: (i) are available during nonstandard work times as necessary (early, late, and weekends) (ii) monitor Acceptance Testing; and (iii) are on-site for technical training, if applicable.
- c) Provide unobstructed access for installation and testing of Software, Hardware and cabling, including obtaining any necessary consents from the landlord, building owner, or others.
- d) Ensure that County equipment meets Contractor's specifications.
- e) Provide, within the Site, suitable and easily accessible secure storage of tools, test sets, lockers and employees' personal effects.
- f) Ensure that the site(s) will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications, and will be dry and free from dust.
- g) Provide all patching, painting, openings, conduits, floor reinforcements, or other furniture or mechanical modifications pertinent to installation.

- h) Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground as specified by Contractor.
 - i) Provide an exclusive virtual private network (VPN) tunnel to allow for remote diagnostics and a modem for establishing the remote access by Contractor.
 - j) Dispose of all Hardware packing material.
 - k) Maintain, at all times, a procedure, external to Software and Hardware, for the reconstruction of lost or altered files, data, or programs deemed necessary by County.
 - l) Ensure that Contractor is promptly informed of any problems with Software or Hardware.
 - m) Ensure County's third party vendors collaborate with Contractor in a reasonable and timely manner.
- 17.2 If on-site Services are prevented, interrupted or delayed due to County's failure to meet its obligations stated above, or if the County unexpectedly delays or changes the agreed-on schedule for On-Site Services without ten (10) days prior notice, the County will be responsible for applicable travel and lodging costs, charges at Contractor's standard hourly rates for the time during which such on-site Services were prevented, interrupted or delayed, any other direct costs incurred by Contractor, and Contractor then-current first made available to the County. Other Services will be invoiced when performed.

ARTICLE 18. IMPLEMENTATION SERVICES

- 18.1 If the Contractor fails to provide deliverables within the time specified in Appendix A, Scope of Services, or if the Software and/or Hardware/Devices delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software and/or Hardware/Devices or may accept any item of Software and/or Hardware/Devices and reject the balance of the delivered Software and/or Hardware/Devices. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software and/or Hardware/Devices for such items of rejected Software and/or Hardware/Devices within fifteen (15) business days of Contractor's receipt of the County's rejection notice.
- 18.2 The Contractor shall bear the risk of loss or damage to delivered Software and/or Hardware/Devices until the time the Project Manager certifies that the Solution(s) has successfully completed the Solution Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- 18.3 Contractor agrees to install the required hardware at the locations specified. Contractor agrees to commence installation of the Hardware according to the Project Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Project Schedule, so that such Hardware is in good working order and ready for use by the dates set forth in the Project Schedule.
- 18.4 Contractor agrees to do all things necessary for proper implementation of the entire Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all Work with all other Contractors and/or County personnel performing work to complete the installation of the Solution. The County shall be responsible for resolving all disputes relating to County owned site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- 18.5 Solution testing shall consist of the tests described in the Appendix A, Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall

be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating performance of the Solution.

ARTICLE 19. TEST

The Contractor shall configure and program the Solution to conform to the Scope of Services. The Software and Hardware/Devices will be subject to several tests, including a Solution Acceptance Test as further defined in the Scope of Services, Project Schedule, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project manager will coordinate all testing of the Solution and provide final acceptance of Go-Live upon completion of all milestones and Deliverables as outlined in the Appendix A, Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Appendix A, Scope of Services by the timeframes set forth in the Project Schedule may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After final acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements of the Hardware, and/or new releases of the software available for testing.
- b) The Contractor's Project Manager will coordinate all user Acceptance Testing dates, acceptance criteria, and training for the new functionality for the test group.
- c) The County will be granted a timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet.
- d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly.
- e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties.
- f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

ARTICLE 20. REVIEWING DELIVERABLES

20.1 The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Appendix A, Scope of Services. The Contractor understands that the County shall have final approval on all Deliverables.

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

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

- c) in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

20.2 The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County, within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - i. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - ii. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 21. EXTENSION OF TIME

21.1 If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

- a) The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
- b) The completion of the Work will be actually and necessarily delayed by the causes set forth in "a" above; and
- c) The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- d) The Contractor has provided a written request and other information to the County, as described in subsection (20.4) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the notice. If the Contractor shall fail to give the

foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an Excusable Delay.

- 21.2 All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- 21.3 The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- 21.4 The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- 21.5 Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 21.6 Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 21 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the County's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 22. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 20 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 23. LIQUIDATED DAMAGES

The Contractor acknowledges that time is of the essence in the performance of the Work and that damages in the event of the delays and disruptions set forth below will be difficult to ascertain. The Contractor agrees that the amounts set forth below are fair and reasonable as liquidated damages, as a result of the delays described below:

- a) In the event the Contractor's Software does not successfully complete satisfactory delivery of documentation, as set forth in Articles 7 Delivery and Article 18 Tests of this contract, by the time frame set forth in the Project Schedule, contained within Appendix A, Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day for each day until delivery of documentation and the implementation of Software as set forth in Article 17 and pursuant to the Project Schedule are successfully completed.
- b) In the event Contractor fails to furnish acceptable Deliverables by the time frames set forth in the Project Schedule contained within Appendix A, Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day until the County accepts the Deliverable.
- c) In the event testing of the Software and/or Hardware/Devices testing, training of the test group, and testing is not completed by the timeframe set forth in Article 17 of this Agreement and in the Project Schedule, contained in Exhibit A, Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day for each day until the Software and/or Hardware/Devices testing, training of the test group, and testing is successfully completed.

- d) In the event any portion of the Software and/or Hardware/Devices fails to successfully complete Acceptance Testing, and in the event complete documentation and implementation services are not completed and provided to the County by the timeframe set forth in this Agreement, and in the Project Schedule, contained within Appendix A, Scope of Services, Contractor shall be assessed liquidated damages in an amount equal to \$1000.00 per day for each day until the Software and/or Hardware/Devices successfully completes Acceptance Testing, and complete documentation and implementation services are successfully completed.
- e) In the event the County does not accept the Solution because the Software and/or Hardware/Devices does not perform as stipulated in Appendix A, Scope of Services, the Contractor shall refund all dollars paid to the Contractor, less any amounts paid for Liquidated Damages.

ARTICLE 24. WARRANTIES

- 24.1 Software and Hardware. Contractor warrants that the Software and Hardware will perform substantially in accordance with Contractor's specifications for twelve (12) months from Final Acceptance. Contractor will, at its sole discretion and as County's sole remedy, repair or replace the problem Software and Hardware, provided that the problem can be reproduced on either Contractor's or the County's systems. Replacement parts are warranted to be free from defects in material and workmanship for ninety (90) days, or for the remainder of the warranty period of the Contractor's Hardware they are replacing, whichever is longer. The warranty includes remote support services (help desk) during the warranty period. Freight costs to ship defective Hardware to Contractor are borne by the County, with return at Contractor's expense. Contractor will pass through to the County any third-party manufacturer warranties for products supplied by Contractor. The County's access to and use of third-party Hardware and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third-party licensors of such third party Hardware or Software.
- 24.2 Services Limited Warranty. Contractor warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

ARTICLE 25. MANNER OF PERFORMANCE

- 25.1 The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- 25.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- 25.3 The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- 25.4 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- 25.5 The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

25.6 The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 26. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 27. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 28. DISPUTE RESOLUTION PROCEDURE

- 28.1 The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- 28.2 The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- 28.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- 28.4 In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- 28.5 The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make

a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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

ARTICLE 29. MUTUAL OBLIGATIONS

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

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

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

ARTICLE 30. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 31. AUDITS

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 32. SUBSTITUTION OF PERSONNEL

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

ARTICLE 33. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 34. SUBCONTRACTUAL RELATIONS

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

ARTICLE 35. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 36. SEVERABILITY

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

ARTICLE 37. TERMINATION AND SUSPENSION OF WORK

- 37.1 This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- 37.2 This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- 37.3 If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or

cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

37.4 The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

37.5 In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop Work on the date specified in the notice (the "Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and
- vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix C.

37.6 In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

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

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

ARTICLE 38. EVENT OF DEFAULT

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

- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
- vii. the Contractor has failed in the representation of any warranties stated herein; or
- viii. the Contractor fails to comply with Article 39.

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

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 40. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 41. PATENT AND COPYRIGHT INDEMNIFICATION

41.2 The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any

copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 42. CONFIDENTIALITY

- 42.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- 42.2 The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- 42.3 In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 43. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 44. PROPRIETARY RIGHTS

44.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

44.2 All Developed Works shall become the property of the County.

44.3 Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

44.4 Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 45. VENDOR REGISTRATION/CONFLICT OF INTEREST**45.1 Vendor Registration**

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

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

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

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)</p> <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County)</p> | <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)</p> <p>11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit
(Section 448.095, of the Florida State Statutes)</p> <p>12. Miami-Dade County Pay Parity Affidavit
(Resolution No. R-1072-17)</p> <p>13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18)</p> <p>14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County)</p> <p>15. Small Business Enterprises
<i>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.</i></p> <p>16. Antitrust Laws
<i>By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.</i></p> |
|---|---|

45.2 Conflict of Interest and Code of Ethics

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

ARTICLE 46. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

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

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

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

ARTICLE 47. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state

and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

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

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

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

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

ARTICLE 48. NONDISCRIMINATION

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

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

ARTICLE 49. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 50. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 51. BANKRUPTCY

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

ARTICLE 52. GOVERNING LAW

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

ARTICLE 53. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

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

ARTICLE 54. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 55. LIENS

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

ARTICLE 56. FIRST SOURCE HIRING REFERRAL PROGRAM

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

ARTICLE 57. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

ARTICLE 58. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

ARTICLE 59. FORCE MAJUERE

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

ARTICLE 60. CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS

Any contract awarded to a private contractor/vendor wherein a software application/program that accesses, processes, and stores criminal justice information (CJI) or Personally Identifiable Information (PII), or the selected private contractor/vendor requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy. Additionally, the selected private contractor/vendor, and any of its employees or subcontractors, that requires logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification (Annex B) upon completion of a state and national fingerprint-based record check, criminal background check, proof of citizenship or authorization to be employed in the United States, biennially. Further, support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

ARTICLE 61. SURVIVAL

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Daniella Levine Cava

Title:

Date:

Attest:

Corporate Secretary/Notary Public

Title:

Mayor

Date:

Attest:

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

1.0 Executive Summary

The Miami-Dade Police Department's (MDPD) plans to upgrade the current E-911 system. The purpose of this project is to upgrade the existing Multi- Node VIPER system at MDPD'S facilities to VIPER 7 via CAMA over T1 with Power 911 7, Power Ops and ACD. Power Metrics Advance, and MSRP TXT via dedicated MPLS circuits. Additionally, the scope of this project included removing Pinecrest Police Department's (PPD) standalone VIPER system and they will be a remote site off of the Miami-Dade core VIPER system. PPD is a two (2) position site with mapflex, MSRP text and Power Metrics Advanced.

2.0 Definitions

AT&T will be referred to in this document as "the Telco" or "Telco".

The primary site "Lightspeed" will be referred to in this document as "End Customer", "Site", or "PSAP",

The backup site will be referred to in this document as "5680/5680 Complex" which consists of two physically separate facilities. As needed to refer to a specific location at this location:

5680 Building (hosting Node B);

5600 Annex

MDPD will be referred to in this document as "County", "Purchaser", "Host", "Primary Agency".

Pinecrest PD will be referred to in this document as "Remote site", "Remote PSAP", and "PPD".

3.0 Scope of Work

MDPD: Multi-Node VIPER 7(4 Node with 2 load balancer pairs)

Node A & B and 1 pair of Load balancers at Lightspeed building (63 positions)

Node C and 1 pair of load balancers at 5680 building (21 positions)

Node D at 5600 Annex (20 positions)

Power 911

Mediant Gateways

IWS Software (Remotely Anywhere, Utilities, etc.) for customer provided workstations

Power Ops

ACD

9-1-1 Ingress via T1 for initial installation

(911 SIP licenses are included for future deployment.)

MSRP TXT2911 via dedicated MPLS circuits terminating to Contractor supplied A911 network routers (2).

Power Metrics Advanced

Staging, Installation, Training, Project Management services.

As-Built drawings for all locations

PPD: Remote site off of the core-VIPER housed by Miami-Dade

Remote PSAP – 12645 Pinecrest Parkway, Pinecrest, FL (2 positions)

Power 911

IWS Software (Remotely Anywhere, Utilities, etc.) for customer provided workstations Mapflex low-capacity server

Mapflex provisioning services and upgrade software

TCC provisioning change fee

Power Metrics Advanced

Installation, Remote Training, and Project management services.

As-Built drawings for all locations

Contractor will provide the latest versions of VIPER & Power911 software. Contractor will provide specifications of underlying OS software versions and configuration to the County so that they can provide their own IWS's (see technical attachment doc for additional detail regarding this subject). County shall keep OS software on current and future Contractor approved OS versions to ensure compatibility with VIPER & Power911 software platforms. The currently approved version is Windows 10 Enterprise LTSC. Site consists of 63 positions at the Lightspeed facility and 41 positions at the 5680/5600 complex. The 5600 Annex will be utilized for the County to conduct testing, which will be configured with 20 IWS workstations and the 5680 building will consist of 21 positions. Training will occur at 5600 Annex on the 20 workstations. Contractor will install & configure all server and software related backroom equipment for the

VIPER, including the A911 routers (2) for MSRP text connectivity. All other Routers are supplied by the customer and is the responsibility of the County to provision. County is providing all switches, and firewalls. County to supply and configure all routers with the exception of the Contractor A911 routers for MSRP text (2) and is responsible for configuration of switches and firewalls. County is to provide a method of connection to the VIPER system in the backrooms of each facility (WAN Connectivity). Contractor will provide configuration and specifications such as hard-drive partitioning and sizes. Contractor will coordinate with 3rd party vendors regarding 911 trunk delivery for PPD to the MDPD facility, and IP recording equipment respectively regarding the project schedule and key dates for delivery. County will be responsible for ensuring that any customer supplied hardware for 3rd party solutions are installed and configured for connection to the VIPER system.

TXT29-1-1 Service via MSRP is a part of this project. Contractor's text (TXT) provisioning group is to make the PSAPs TXT Ready meaning it is capable of receiving TXT messages for 9-1-1. Contractor is procuring dedicated multiprotocol label switching (MPLS) circuits and a pair of routers that are maintained by the A911 group for text delivery to the VIPER. During the testing phase and prior to cutover of both facilities, County has the option of providing up to three (more if possible as allowed by Contractor TCC team) number of wireless telephone numbers to be provision in the Contractor TCC for ShortCode testing, prior to actual deployment of TXT2911 Services. Contractor is not responsible for notification and testing with wireless carriers after the PSAP is TXT Ready.

PPD is already TXT ready, and will just be reprovisioned within the **TCC** for delivery via the dedicated **MPLS** circuits to the County Host locations.

County must complete **CCS** configuration prior to Contractor's arrival onsite for Phase I, and have all ancillary equipment and systems ready for connection to VIPER including configuration of firewalls, routers, and switches as needed; ESInet, voice logging equipment

County must send a **IWS** with all software they will have installed up to Montreal for validation testing. This includes the proper OS rev level that Contractor uses, Windows 10 Enterprise Long-Term Servicing Channel (LTSC). Once engineering has validated this, the County will be informed and the IWS will be sent back to the County.

Contractor Disclaimer:

Contractor Safety Services designs, develops, installs and maintains products known for their reliability within the public safety sector. The level of reliability is a result of careful engineering combined with the integration of quality components from industry-recognized vendors. The final Solution's reliability and performance depends highly on the integration and system test procedures implemented by our engineering staff.

While Contractor markets and sells its products as turnkey Solutions, it also wishes to respond favorably to certain customers who desire to replace one or more components of the Contractor Solution with one or more components of their choice, remove a device altogether, or interconnect the private network to other networks.

The County will submit a list of equipment that Contractor intends to use for this application. The County request Contractor review this list of equipment and convey to the County which pieces are compatible/incompatible with their Solution.

The County is hereby informed that Solution component failures, lack of performance or any other deviation from a published specification will not be considered as a product or Solution failure if Contractor determines that such failure(s) have been caused in whole or in part by systems or products not provided by Contractor, or by interconnected networks.

In addition, all help desk, technician and engineering service costs associated with the diagnostics of the failure condition related to the County's deviation will be invoiced to the County at published rates. Problems associated with the removal of a non-Contractor supplied component will also be treated in the same manner as above.

4.0 Responsibilities

Responsibilities are defined in the **RACI Sheet** included as an appendix. In addition, the following responsibilities are defined:

4.1 Contractor Responsibilities

Note: Contractor technicians are NOT authorized to perform any type of installation or maintenance on a County private branch exchange (PBX) or any other 3rd party equipment. Any changes needed must be completed by the vendor responsible for the equipment.

- Execution and delivery of purchased services as detailed herein.
- Ship all corresponding system manuals, user manuals and compact disc (CDs).
- Gather Software configuration data from the County or follow up that the configuration is sent to Contractor on time.
- Provide supporting information to aid the solution of any issues discovered during installation, implementation or post installation phases of this Project.
- Schedule all recurring Project meetings and provide reporting and tracking registers for the same.
- Contractor will provide documentation to the County for background checks in order to clear individuals for access.

4.2 County and Site responsibilities

- Confirm site readiness 10 days prior to Contractor technician arrival. Otherwise, Contractor will need to reschedule the technician. Site readiness will be defined as all requirements of the Project survey recommendations report met (if purchased, if not, then all requirements as defined by Contractor product/services manuals and documentation).
- Ensure that assigned Contractor personnel are cleared for on-site presence during the onsite phases of this Project.
- Provide onsite support where needed for all third party interconnecting systems during the installation and cutover, including, but not limited to: Telco, CAD, Map, Radio, Long Term Recorder, etc.
- Provide cabling/connectors where required for all third party interconnecting systems. Pinouts will be provided by Contractor, connectors and cables will be provided by the County/Site and/or their vendors, for example: radio/headset sharing cable to radio console, serial cables for computer-aided dispatch (CAD)/CDR to third party systems, etc.
- Provide a Network Time Protocol (NTP) Ethernet port off the net clock or a path to for connecting to the Viper controller.
- Provide IP Addresses and Domain Names if not using Default Schemes.
- Assign a Project lead to participate in scheduled Project meetings.
- Ensure that the furniture selected is compatible with, or will be modified by the County to be compatible with, the selected system equipment.
- Coordinate contingency routing plan in the event calls need to be re-routed during any on site event related to this Project.
- Removal of all 3rd party equipment.
- Provide the following items if not sourced through Contractor: Headsets, Monitors, etc.
- Provide virtual private network (VPN) access to the Contractor Viper and IWS positions to facilitate timelier troubleshooting of issues. Miami-Dade County will coordinate with Contractor to schedule access.
- Meet agreed upon schedule and if schedule changes occur the County will be amenable to discussions regarding any additional fees assessed. (Refer to Contract for details).
- Please see the attached technical overview document for further customer supplied items and responsibilities.

5.0 Site Information

5.1 PSAP Detail

Main PSAP Name	Address	Main Telephone
LightSpeed Building	11500 NW 25 th St. Miami, FL 33172	305.669.7700

Remote PSAP Name	Address	Main Telephone
5680 Building	5680 SW 87 th Ave. Miami, FL 33173	305.596.8000

Remote PSAP Name	Address	Main Telephone
5600 Annex	5600 SW 87 th Ave. Miami, FL 33173	305.596.8000

Remote PSAP Name	Address	Main Telephone
Pinecrest PD	12645 Pinecrest Parkway, Pinecrest, FL 33156	305.234.2100

5.2 Contractor Team

Name	Title	Tel / Cell	E-mail
Peter Kang	Sr. Project Manager	571-598-6528	bskang@Contractor.com
Alan Woods	Account Executive	678.787.4247	awoods@Contractor.com
Jeff Luers	Sales Engineer	303.704.2329	jluers@Contractor.com
Whitney Maxfield	Sr. Sales Engineer	360-302-0303	wmaxfield@Contractor.com
Leo Heffernan	Service Account Manager	720-526-1380	ldheffernan@Contractor.com

6.0 Equipment Information**6.1 Equipment Delivery Location**

All Contractor equipment will be delivered directly to County's designated sites at the following locations based on the bill of equipment and materials:

Lightspeed
11500 NW 25 St.
Miami, FL 33172

5680/Annex
5680 SW 87th AV
Miami, FL 33173

6.2 Equipment Delivery to PSAP

The County will be responsible for ensuring that Contractor's equipment is safely stored at its final destination prior to Contractor's arrival on-site.

6.3 Equipment Inventory

Performing inventory of the equipment is Contractor responsibility.

6.4 Equipment Removal and Disposal

In the event that Contractor's equipment is replacing existing equipment and/or 3rd party equipment, the County is responsible for the removal and disposal of all existing and 3rd party equipment and cabling.

6.5 Services Information

Contractor shall provide the County with the services as set out in the Agreement, Scope of Services, Quote and Purchase/Change Order(s), as well as the technical overview attachment. Should the County request additional services, Contractor shall perform such additional services upon executed amendment duly executed by both parties. Contractor may provide the services directly or through any of its subcontractors, provided that Contractor remains responsible for the delivery and performance of the services by its subcontractors provided that the subcontractor is cleared per CJIS security policy.

****The County has indicated that connection to a 911 ESInet will not happen at the time of implementation of this system. The 911 SIP ingress licenses are being purchased now, however, when the County is ready to migrate to an ESInet, additional Contractor installation services will need to be purchased for configuration and testing of ESInet SIP ingress****

6.6 System Installation, Testing, Cutover

A certified field technician will be provided by the Contractor and will conduct the installation of the Contractor system detailed herein for a period defined by the Agreement, Scope of Services, Quote and Purchase/Change Order(s). Standard working hours are 8 hours per day, however site access should be provided to the Contractors Technician beyond the hours indicated above as required in order to complete the installation. As a part of system installation and configuration, the Contractor Field Technician will perform a Site Departure Checklist.

7.0 Escalation List

Project Management Level 1 Project Manager		
Peter Kang	571-598-6528	bskang@Contractor.com
Level 2 Manager of Implementation		
Natasha Kelley	404-817-1396	NKelley@Contractor.com
Level 3 Director of Implementation		
Tracy Stringer	406-381-4495	TStringer@Contractor.com

Account Management Level 1 Account Executive		
Alan Woods	678.787.4247	awoods@Contractor.com
Level 2 VP of Sales		
Randy Young	972.897.3101	ryoung@Contractor.com
Support Management Level 1 Supervisor on Duty		
Contractor CPE Help Desk	800-361-2596	ichsupport@Contractor.com
Level 2 Manager, Help Desk		
JP Flood	514-512-7987	JFlood@Contractor.com
Level 3 Director, Operations		
Heidi Pickett	720-684-8968	hpickett@Contractor.com

8.0 Project Timeline

Contractor and the County must mutually agree upon all dates. A project schedule will be provided when dates are agreed upon. Changes to dates or schedules must be documented in an updated Scope of Work and agreed to in writing. Project will be implemented in 4 phases.

Phase 1

- Install and staging of backroom and front room equipment, installation and configuration of software application

Phase 2

- End to end System testing
 - 5680/Annex
 - Lightspeed
 - Pinecrest (PPD)

Phase 3

- Cutover/ Go-Live
 - 5680/Annex
 - Lightspeed
 - Pinecrest (PPD)

Phase 4

- County Acceptance

Miami Dade Co FL Draft Project Schedule			
Task Name	Duration	Start	Finish
INITIATION		Wed 6/30/21	Thu 7/8/21
Purchase Order Issued to Contractor	1 day	Wed 6/30/21	Wed 6/30/21
Sales Order Issuance	2 days	Thu 7/1/21	Fri 7/2/21
Project Booking	2 days	Mon 7/5/21	Tue 7/6/21
Project Manager Assignment and Notification	1 day	Wed 7/7/21	Wed 7/7/21
Customer Notification & Introduction	1 day	Thu 7/8/21	Thu 7/8/21
PLANNING		Mon 7/19/21	Thu 7/22/21
Scope Verification	1 day	Mon 7/19/21	Mon 7/19/21
Task Name	Duration	Start	Finish
EXECUTION			
Project Kickoff Meeting:		Tue 7/27/21	Fri 7/30/21

Preliminary Project Plan Presentation: Schedule, SOW, Communication Plan, Others	1 day	Tue 7/27/21	Tue 7/27/21
Review Customer Requirements: Site Readiness, IP Schema, Sites Connectivity, CCS, Training Schedule	0 days	Tue 7/27/21	Tue 7/27/21
Confirm Shipping Address, Site Contact, Project Contact	0 days	Tue 7/27/21	Tue 7/27/21
Equipment Shipping	1 day	Tue 7/27/21	Tue 7/27/21
Equipment Delivery	2 days	Tue 8/3/21	Wed 8/4/21
Pre-Deployment:		Tue 8/17/21	Wed 9/29/21
CCS ACD Power OPS Training	3 days	Tue 8/24/21	Thu 8/26/21
Project Survey-Lightspeed Building	1 day	Tue 8/17/21	Tue 8/17/21
Project Survey-RDPCC	1 day	Wed 8/18/21	Wed 8/18/21
Project Survey Review	1 day	Wed 9/1/21	Wed 9/1/21
Site Readiness: PSAP	20 days	Thu 9/2/21	Wed 9/29/21
Site Readiness: Sites Connectivity	20 days	Thu 9/2/21	Wed 9/29/21
Site Readiness: TELCO Circuits (Trunks, ALI, MPLS)	20 days	Thu 9/2/21	Wed 9/29/21
Site Readiness: HVAC	20 days	Thu 9/2/21	Wed 9/29/21
Site Readiness: Electrical	20 days	Thu 9/2/21	Wed 9/29/21
Install-Lightspeed Building	38 days	Mon 10/4/21	Wed 11/24/21
Equipment Inventory	2 days	Mon 10/4/21	Tue 10/5/21
Installation of backroom	14 days	Wed 10/6/21	Mon 10/25/21
Installation of Frontroom Positions	15 days	Thu 12/9/21	Wed 12/29/21
Network Configuration	3 days	Wed 10/6/21	Fri 10/8/21
Functional Acceptance Testing	3 days	Mon 10/11/21	Wed 10/13/21
Install-RDPCC	28 days	Mon 10/4/21	Wed 11/10/21
Equipment Inventory	1 day	Tue 10/26/21	Tue 10/26/21
Installation of backroom	6 days	Wed 10/27/21	Wed 11/3/21
Installation of Frontroom Positions	1 day	Thu 12/9/21	Thu 12/9/21
Network Configuration	3 days	Wed 10/27/21	Fri 10/29/21
Train the Trainer Power 911 Administrator Training	3 days	Tue 7/27/21	Thu 7/29/21
Functional Acceptance Testing	8 days	Mon 11/1/21	Wed 11/10/21
Site System Test- Lightspeed Building	3 days	Tue 11/30/21	Thu 12/2/21
End to End System Test	2 days	Tue 11/30/21	Wed 12/1/21
Failover Testing	1 days	Thu 12/2/21	Thu 12/2/21
Task Name	Duration	Start	Finish
End to End System Test	2 days	Tue 11/30/21	Wed 12/1/21
Failover Testing	1 day	Thu 12/2/21	Thu 12/2/21
Deployment- Lightspeed Building	5 days	Mon 12/6/21	Fri 12/10/21
Pre-Cutover Call: Customer Approval to Proceed	1 day	Mon 12/6/21	Mon 12/6/21
Pre-Check & Final Software updates	2 days	Mon 12/6/21	Tue 12/7/21
Cutover: Event Plan	1 day	Wed 12/8/21	Wed 12/8/21

Post Cut/Site Departure Approval	1 day	Thu 12/9/21	Thu 12/9/21
Deployment- RDPCC	5 days	Mon 12/6/21	Fri 12/10/21
Pre-Cutover Call: Customer Approval to Proceed	1 day	Mon 12/6/21	Mon 12/6/21
Pre-Check & Final Software updates	2 days	Mon 12/6/21	Tue 12/7/21
Cutover: Event Plan	1 day	Thu 12/9/21	Thu 12/9/21
Post Cut/Site Departure Approval	1 day	Fri 12/10/21	Thu 12/10/21
CLOSEOUT	10 days	Fri 12/10/21	Tue 12/21/21

9.0 Project Deliverables

The below are deliverables necessary for the deployment of the solution defined in this statement of work. The County and Contractor will work together to schedule and ensure items are provided on time to avoid jeopardizing project milestones.

Item	Description
Technician/Trainer Clearance for CCS/PS	All credentials approved for site visit staff.
Customer Configuration Survey "To Do" List	Configuration items to be completed by the customer following the CCS prior to Contractor's arrival for installation and configuration
Project Survey Recommendations Items	Completion of all required items to ensure Site Readiness for installation.
Training Schedule Confirmation	Roster, times, locations finalized for training, needed in order to provide materials in advance.
Technician/Trainer Clearance for Install Phase	All credentials approved for site visit staff.

9.1 Project Management Approach

- Full and proper project planning before any execution takes place.
- Preparation and progressing of the implementation schedules
- Contractor Project Manager will conduct project status conference meetings, weekly or bi-weekly. More frequently when project activities demand higher frequency
- Reporting project status to the project team. Reporting of project status will include performance assessments and executive project status reporting. Project status reports will also include consistent risk review and mitigation plans.
- Contractor Project Manager will maintain a Project team roster and meeting attendance register, along with all required meeting minutes.
- Contractor will produce accurate meeting minutes after every project meeting. These minutes will include any new action items which are maintained within a separate updated action items log.
- Risk register will be maintained and managed. Members of the project team will be invited to open and close risks. Contractor is still expected to provide regular updates on each risk that it owns.
- Issues register will be maintained and managed. Members of the Project team will be invited to open and close technical and project issues.
- Contractor will own the change management process. No change orders are to be initiated without the approval of both Contractor and the County PSAPs.
- Ongoing Lessons Learned Log shall be maintained by Contractor.
- Meeting minute documents and action register will be updated by Contractor throughout the Project implementation.

9.2 Training Schedule

In advance of onsite training, a schedule must be agreed upon by both the County and site Project lead and the Contractor Project Manager. Detailed attendance rosters must be provided in order for Contractor team to procure and deliver training materials ahead of onsite visit.

Refer to the appendices for Training schedule.

Training Schedule to be coordinated and agreed upon prior to scheduling.

9.3 Site Requirements

Should a Project Survey be purchased, the Contractor Project Manager will deliver a Project Survey Recommendations report outlining required mitigation items in order to facilitate the installation of Contractor products/services. In order to assume Site Readiness, Contractor will require confirmation that the required recommendations have been resolved prior to the onsite confirmation deadline.

10.0 Software, Equipment and Services

10.1 Equipment/Services

See Quote 63415v9 for specific equipment and services list:

- 4 core Multi-Node VIPER with accompanying software
- 2 pairs of Load Balancers for ESInet ingress
- Mediant Gateways for CAMA over T1 as well as integration to CiscoUCM admin lines
- 911 SIP ingress licenses (for future use; not for the initial deployment)
- MSRP Text 2 911 via dedicated MPLS circuits and Contractor provided A911 routers
- As-Built Drawings/documentation
- ACD call services
- Training, installation and project management services
- Mapflex hardware and software for PPD
- PowerOPS display board software for MDPD locations
- 1 year of maintenance (Help Desk support & Software Subscription)

10.2 Software Versions

Application	Version to be installed
Viper	7
Power 9-1-1	7
Power Metrics	Advanced
TXT2911	MSRP via dedicated MPLS circuits terminating to Contractor supplied Routers (2)
Mapflex (PPD)	5.4 sp1 (or latest version)

11.0 Appendices

Appendix D – RACI Sheet

R= Responsible for performing the work

A=Accountable, the one who is responsible for producing the deliverable or work package and approves or signs off on the work

C=Consult, someone who has input to the work or decisions

I=Inform, someone who must be informed of the decisions or results

Item	Table 1: Administrative Tasks	Contractor	Customer
1	Receive, inventory, unpack and dispose of all packaging material. Advise Contractor within contracted timeframe with any items missing, etc.	R	I
2	Provide adequate Power Facilities, Environmental Conditions, and appropriate Grounding, for the proper operation of the Contractor Solution.	I	R
3	Provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project.	I	R
4	Assume sole responsibility for the accuracy and completeness of the data supplied to Contractor for backroom/application database preparation, as applicable and provide the Contractor Configuration information prior to system staging.	I	R
5	Designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services.	I	R
6	Contractor Personnel Assignment – Per PO.	R	I

	<ul style="list-style-type: none"> - Installation - System Configuration - Training - Maintenance - Project Management Basic - Project Management Comprehensive 		
7	Assign an Interface to aid in the following activities: <ul style="list-style-type: none"> - Installation - System Configuration - Maintenance - Project Management 	I	R
8	Provide Installation and Cutover requirements.	R	I
9	Gather the required configuration data from end-user.	R	I
10	Perform Project Survey: Performed by a Contractor Certified Technician – Per PO. <ul style="list-style-type: none"> - Environmental survey - Electrical survey - Telephony requirements - Application requirements - Call flow requirements 	R	I
11	Provide Contractor Comprehensive Project Management Services: <ul style="list-style-type: none"> • Serve as Contractor single point of contact to the channel partner PM during project implementation. • Validate the order against the price quote. • Conduct a Line-by-Line order review with sales and technical staff to ensure solution correctness and follow up change order process as required and to provide feedback to the channel partner PM • Develop a project plan and schedule jointly with the partner PM. • Complete a basic Scope of Work (SOW) for inclusion in the partner's comprehensive SOW. • Assess project risk jointly with partner PM. • Ensure that equipment is shipped per a mutually agreed upon schedule (normal processing is 8 weeks from receipt of order). • Develop and communicate Communication and Escalation plans. • Ensure that Services are provided per a mutually agreed upon schedule. • Schedule and coordinate site survey, installation and training resources as purchased. • Participate in all customer calls • Participate in weekly or bi-weekly customer status meetings by phone. • Coordinate all Contractor on-site resource activities including customer communication, checklists, resource release, etc. • Maintain Contractor issue list during implementation and provide follow up resolution. 	R	I

	<ul style="list-style-type: none"> • Maintain Contractor post-cut punch list and provide follow up on resolution. • Complete project acceptance documentation and handover to service. • Review and verify Site survey data for completeness • Completion of a Scope of Work including a Project Schedule • Review system design • Provide System Description Document (SDD) as required • 3rd Party contractors included in the sales order are contacted and managed • Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site • Comprehensive risk assessment and mitigation planning • Overall project coordination • Weekly project status meetings are scheduled, led and documented • County configuration for staging is collected and communicated • Equipment staging (if ordered) and shipping is managed • Coordinate on-site delivery • Equipment receipt and inventory is validated • Contractor resources are scheduled and managed with project implementation and cut-over requirements • Maintain all project related communications and documentation • Complete Site Book for delivery to end customer at time of handover to service • Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services. 		
12	Provide Contractor Solution Documentation / Software. - User Guides - Administrator Guides - Equipment Hardware Reference Guides - Equipment Software Reference Guides - CONTRACTOR Application CD's / DVD's - As-Builts post cut-over	R	
13	Provide Contractor Solution User and Administrator training.	R	
14	Provide Cut-Over Support at site.	R	I
15	Provide Contractor Cut-Over Technical Support at site – Per PO.	R	I
16	Provide a Vendor support list for non-CONTRACTOR equipment to CONTRACTOR for solution integration / configuration.	I	R
17	Coordinate Vendor support for non- Contractor equipment such as: Radio, CAD, NetClock, and Voice Recorder.	R	I
18	Removal of all third-party Equipment / Cables.	I	R
19	Provide third-party data required for Non-CONTRACTOR interfaces.	I	R
20	Provide NENA standard ALI format.	I	R

21	Ensure that every third-party vendor is on site during the installation and cutover period.	I	R
22	Install Contractor Solution.	R	I
23	Stage all Contractor required software. - Solution Computing Element Operating Systems - Contractor Applications	R	R
24	Provide and install network cabling with Contractor specified connectors for CONTRACTOR equipment.	I	R
25	Test, on site, the functionality of the Telephony Interface, Call Handling Solution, Location Determination Solution, and Resource Management Solution. This will be part of a mutually agreed upon ATP.	R	R
26	Verify, on site, the functionality of the Telephony Interface, Call Handling Solution, Location Determination Solution, and Resource Management Solution.	I	R
27	Coordinate / Define Wireless Carrier's Call Routing to PSAP.	I	R
28	Provide 1 Emergency 911-test trunk, 1 Admin test line, and run temporary cables to each position for training purposes.	I	R
Reference Technical Tasks: Tables 2-6			

Item	Table 2: Technical Tasks – VIPER Configuration	CONTRACTOR	Customer
1	Define VIPER Environment. - Number of Standalone Systems - Number of Centralized Host Systems - Number of Remote Sites and Functionality / Attributes - Number of: - CAMA Trunks - 7-Digit Emergency Lines - Administrative Lines - Automatic Ring Down Circuits - Station Ring Down Circuits	I	R
2	Validate Redundancy / Fault -tolerance Requirements.	I	R
3	Provide Redundancy / Fault-tolerance Schema.	R	I
4	Define Bandwidth Requirements.	R	I
5	Define Telephony Functionality requirements.	I	R
6	Provide Telephony Functionality configuration.	I	R
7	Verify the VOIP Phone type and use case (Backup, Admin):	I	R
8	Define Alarm Notification requirements.	I	R
9	Define Alarm Notification.	I	R
10	Define Caller ID Requirements - Enhanced not supported.	I	R
11	Define CAD outputs to third-party CAD Systems.	I	R
12	Provide UPS requirements for Backroom Equipment.	I	R
13	Provide UPS equipment – per PO.	I	R
14	Provide Cabling. - Provide and install wall mounted patch panel and label all cables for CONTRACTOR Solution - Provide and install Amphenol cables or Punch blocks for 911 Trunks and Admin lines from Demark to Telephony Interface - Provide and Install Network Cables from the VIPER cabinet to the Positions - Provide and install a network cable from VIPER cabinet to NetClock port - Provide and install required cabling for the Voice Recorder	I	R

	- Provide and install network cable from VIPER cabinet to Voice Recorder for ANI/ALI spill		
15	Provide Network Timing Source / port such as NetClock for connecting to the Contractor solution	I	R
16	Define Demarc Interface.	I	R

Item	Table 3: Technical Tasks - Network	CONTRACTOR	Customer
1	Provide CPE LAN per CONTRACTOR Data Sheet	R	I
2	Provide Product WAN requirements	R	I
3	Design / Architect network – Per PO	R	I
4	Provide WAN Connectivity	I	R
5	Provide Network Router Equipment	I	R
6	Provision Routers – Per PO	I	R
7	Provision Firewalls – Per PO	I	R
8	Describe WAN environment	I	R
9	Provide Demarc to WAN	I	R
10	CPE to Demarc connectivity	I	R
11	Position to CPE Cabling	I	R

Item	Table 4: Technical Tasks – Power 911	CONTRACTOR	Customer
1	Define PSAP Call Flow via CCS Training/decision making.	I	R
2	Define GUI Mode via CCS Training/decision making	I	R
3	Define within Telephony Module: <ul style="list-style-type: none"> - Queue buttons appearance order - Line buttons appearance order - Feature buttons appearance order and functionality 	I	R
4	Define within Location Module: <ul style="list-style-type: none"> - ALI screen layout and formatting - DBR allowed or not allowed - Premise Info used? Configuration required? - TTY questions configuration - Wireless ALI Re-Bid Timer configuration - TXT Configuration 	I	R
5	Define within Message Board Module: <ul style="list-style-type: none"> - One-to-One messaging enabled - Pre-defined message button configuration 	I	R
6	Define within Lists Module: <ul style="list-style-type: none"> - Lists Module configuration - Additional Lists configuration - Lists Module column configuration 	I	R
7	Define within System Information Module: <ul style="list-style-type: none"> - Health Monitor enabled 	I	R

Item	Table 5: Technical Tasks – MapFlex (PPD Only)	CONTRACTOR	Customer
1	Prepare GIS Data Information Form.	I	R
2	Acquire GIS Data.	I	R
3	Prepare GIS Data for Submission to Contractor.	I	R
4	Prepare Validation Request.	R	I
5	Perform GIS Validation.	R	

	- Includes the Contractor Validation Report		
6	Distribute Validation Report.	R	I
7	Perform Map Data corrections (if required).	I	R
8	Perform Cosmetic Review	R	C
9	Ensure the GIS data is validated and the GIS data report is completed.	R	
10	Send the GIS data report to Customer.	R	

Item	Table 6: Technical Tasks – Power Metrics Advanced	CONTRACTOR	Customer
1	RDDM installed at Node A	R	I
2	Customer provides internet connection through FW/Router	I	R
3	ECaTS confirm setup and data collection	R	I
4	ECaTS gathers login/account data from all authorized users	R	I

Item	Table 7: Technical Tasks – PowerOps	CONTRACTOR	End User
1	Define Agent Based Ring Groups	A	R
2	Configure PowerOps	R	C

Notes

- County will provide/manage the Network. In addition, PPD site is dependent on supported Cisco switch model and IOS version.
- County to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:

Two (2) modems to ALI Database (if not using SIP)

One (1) Network Laser Printer

Amphenol cables and punch blocks

A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:

Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Contractor to reach the Network Switches in the back room.

- Unless otherwise specified, County is responsible for the large screen monitor on which Power Ops is to be displayed. Regardless of whether Contractor or the County provides the large-screen monitor, the County is responsible for installation of the monitor and connectivity (including cabling) from the Power Ops workstation. Power Ops is mandatory if the VIPER ACD option is selected.
- All inter-site connectivity is the responsibility of the County. WAN equipment, software, and connectivity to be procured, installed, and configured by the County.

Unless otherwise specified, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
- Certified CAT5e/CAT6 between all network switches
- Guaranteed Bandwidth for all Contractor applications
- Low Latency (< 40ms)
- Low Jitter (< 5ms)

- Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
5. MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

County is required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless Contractor has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the County's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
- MapFlex Data Update Service (one-time or recurring)
- Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade

APPENDIX B – MAINTENANCE AND SUPPORT SERVICES

Intrado Call Handling CPE Standard Maintenance and Support Services

These Maintenance and Support Services terms (“MSS Terms”) describe the current offerings for maintenance and support services for Contractor Call Handling equipment and software sold to the County (“System”). These MSS Terms apply to any of the services described below that appear on a Contractor quote (“Quote”). These terms are in addition to, and do not modify the terms of the applicable agreement between the parties (“Agreement”). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

Contractor’s standard limited warranty runs for twelve months from Final Acceptance. The following are the current Contractor service offerings:

- Software Protection and Remote Technical Support
- Software Subscription Service
- On-Site Support Services
- Hardware Protection Service
- Remote Monitoring of Sentry Alarms Services
- VIPER® Alarm Monitoring Service
- Remote Operating System Update Service
- Remote Anti-Virus Update Service

Also included in Table 1 in Section 9 below are Response Time Goals and Severity Levels

General Note: Please note that for all services described in these MSS Terms, Contractor will not be obligated to repair or replace any software or equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Contractor, an Contractor authorized technician, or by customer or its agent in an approved manner.

1. Software Protection and Remote Technical Support

1.1. Availability

This service is not included in the standard warranty, and is a mandatory requirement for the receipt of any technical support.

1.2. Offering Summary

Bundled offering which provides access to software maintenance releases as well as remote technical support that allow for 24x7x365 assistance from Contractor’s centralized Support Center for the Contractor System. The County may not purchase Software Protection and Remote Technical Support for a subset of the Contractor System; all 911 call taking positions must be covered.

1.3. About Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Contractor will provide periodic software release bulletins to the County which announce and explain important product updates for Contractor’s Software. The County may then request the new release or version from Contractor, based on applicability of the release to the County’s System. The County is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the County prefers to have Contractor deploy a new release, Contractor will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Contractor’s then current prices for such services.

The County is encouraged to periodically install new Software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be

compatible with County's existing System.

1.4. Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by the County through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Technical Support are based on system issue severity levels as defined in Table 1 in Section 9 below. Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

1.5. Contractor Responsibilities

- Respond to service requests based on appropriate severity level response goals
- Assess the system issue(s)
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist the County to apply the identified fix
- Escalate issues for review when required
- Communicate progress and resolution with the specific customer contact
- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

1.6. County Responsibilities

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal
- Provide the following information when initiating a service request:
 - Site Name/ID number/Agency Location
 - Contact Name and Number
 - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System
- Provide additional symptoms and information as they occur pertinent to resolving systems issues
- Respond to Contractor communications regarding case status and resolution in a timely manner
- Allow Contractor remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify Contractor before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation)
- Store and maintain all software needed to restore the system as well as all system back-ups
- Install software

1.7. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by Contractor
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed Contractor equipment.
- Contractor installation support. Installation services can be purchased separately from Contractor.
- Assistance with Geographic Information Systems ("GIS") data updates performed by the end user, or resulting problems.
- Consultation for new software or equipment
- Software does not provide new features or functionality upgrades
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support Maintenance Releases. Contractor will not be responsible for the cost of such upgrade.

1.8. Reinstatement of Contractor Software Protection and Remote Technical Support

If Software Protection and Remote Technical Support lapses, the County's access to the Support Center will be discontinued, and reinstatement fees will apply as follows if the customer desires to receive any technical support services:

- Payment for the lapsed period at the prevailing rate; plus
- Purchase of Software Protection and Remote Technical Support for the current period; plus
- System recertification fees in the form of a Class A inspection at \$1,500 per day plus related travel and expense charges.

2. Software Subscription Service

2.1. Availability

This service is not included in the standard warranty; available for separate purchase only if (i) the County's System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

2.2. Service Description

Software Subscription Service provides the County with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Contractor will provide periodic software release bulletins to customers which announce and explain new feature releases for Contractor Software. The County may then request the new release or version from Contractor, based on applicability of the release to the County's System. The County is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the County prefers to have Contractor deploy a new release, Contractor will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Contractor's then current prices for such services.

The County is encouraged to periodically install new Software releases because to keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

2.3. Contractor Responsibilities

- Provide to the County bulletins announcing the availability of software releases, and deliver software in disc form to the County as requested.

2.4. County Responsibilities

- Contact Contractor Sales account representative to order an available software release
- Install the software

2.5. Conditions not covered under this Service offering

- Consultation for new software or equipment
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the County's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Contractor will not be responsible for the cost of such upgrade.

3. On-Site Support Services

3.1. Availability

This service is not included in the standard warranty; available for separate purchase.

3.2. Service Description

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's System. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and System upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Contractor may engage third-party vendors to provide the On-Site Support Services.

Regardless of designation, the response times of On-Site Support Service technicians are based on system issue severity levels as defined in Table 1 in Section 9 below.

3.3. Contractor Responsibilities

- Dispatch a technician to the County's site when the issue cannot be resolved remotely
- When on-site, assist customer in performing System diagnostics
- Provide on-site technician visit on a quarterly basis to perform preventative and routine maintenance activities

3.4. County Responsibilities

- Perform responsibilities as detailed in the Remote Technical Support section (above)
- Brief on-site technician on issue(s) and actions taken
- Allow Contractor both on-site and remote access to the System
- Validate issue resolution prior to close of the case.
- Cooperate with Contractor and perform all acts that are reasonable or necessary to enable Contractor to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles

3.5. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by Contractor
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the County. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Contractor Hardware/Software System Upgrade support (other than associated with a Software Subscription Service). Upgrade services can be purchased separately from Contractor.
- Contractor installation support. Installation services can be purchased separately from Contractor.
- Assistance with GIS data updates performed by the end user, or resulting problems.

4. Hardware Protection Service

4.1. Availability

This service is not included in the standard warranty. It is available for separate purchase.

4.2. Service Description

The Hardware Protection Service provides for the replacement of any non-operating Contractor provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Contractor Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the County and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the non-working item from the County.

4.3. Contractor Responsibilities

- Once a hardware item has been determined to be non-operational, initiate the replacement of the item.
- Providing a pre-printed return label to the customer for use in their return of the original non-functioning unit back to

Contractor.

4.4. County Responsibilities

- If a replacement unit has been provided by Contractor, the County will return the non-functioning unit within 30 days of new item receipt.

4.5. Conditions not covered under this Service offering

- Replacement of non-operation hardware not provided by Contractor
- Replacement of non-operational workstation monitors
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions
- Installation of the replacement hardware

4.6. Suspension of Contractor Hardware Protection Coverage

If the original non-functioning hardware is not returned within 30 days after receipt of a replacement item, the County's ability to use service will be suspended. The service will be reinstated upon receipt of the non-functioning hardware.

Suspension of the service can also occur as a result of non-payment for the Hardware Protection maintenance contract.

5. Sentry® Alarm Monitoring Services

5.1. Availability

This service is not included in the standard warranty; available for separate purchase.

5.2. Service Description

Contractor offers Remote Monitoring of the System through a remote centralized network systems management solution, also known as "Intrado Sentry". Intrado Sentry monitors all Contractor products as well as most third party equipment, and forwards alarms and alerts to a centralized Contractor Network Operations Center for monitoring. This service requires the purchase of Intrado Sentry hardware from Contractor.

Contractor's Technical Support Center will receive the remote customer alarms and alerts 24x7x365 notifying Contractor of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Technical Support services are purchased.

The dispatching of Contractor technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

5.3. Contractor Responsibilities

- Remote Monitoring of customer based PSAP Equipment
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing of the alarm

5.4. County Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system
- Designation of County contact points or its assigned on-site service personnel

6. VIPER Alarm Monitoring Service

6.1. Availability

This service is not included in the standard warranty; available for separate purchase.

6.2. Service Description

The VIPER Alarm Monitoring service is a remote problem detection offering. This service monitors the integrated alarm

messaging and notifications of the VIPER CPE for irregular behavior, including faults and performance threshold breaches. To enable the monitoring functionality, Contractor will configure the VIPER CPE to transmit alarm messages through an installed firewall, across the County's Internet connection, to the Contractor Network Operating Center ("NOC").

The NOC will receive the remote alarms and alerts 24x7x365 notifying Contractor of the health and status of the VIPER CPE. Upon receipt of an alarm, Contractor will contact either the County directly or the assigned on-site service personnel to provide the appropriate technical response. Contractor will perform automatic remote troubleshooting of the alarm as part of the County's Remote Technical Support service coverage.

The dispatching of a Contractor technician for support after an alarm is received and initial trouble shooting has been performed is available for customers who have purchased On-Site Support Services.

6.3. Contractor Responsibilities

- Remote Monitoring of County-based VIPER CPE
- Contacting either the PSAP directly or its assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing the alarm

6.4. County Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the VIPER CPE
- Designation of contact points or its assigned on-site service personnel
- High-speed network access

Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
Alerting Environment	Integrated VIPER Alarm Messages and Notifications. <u>Primary Alarm Sources:</u> CAD Router CDR Manager Config Dist Service Domain Name Server Third-Party gateways ALI Server PMG Console Process Monitor Soft Switch Fault Manager Telephony Server CIM Server Zoo Replication Manager Alarm contact	Nearly all aspects of a 9-1-1 system - the Contractor Call Handling Equipment and most 3rd party equipment utilized at a PSAP. Includes all integrated VIPER alarms, and health status detection of installed equipment. Monitoring of the hardware equipment for potential failure (full hard drive, workstation fan malfunction, etc.) is a primary driver for use of this service over that of VIPER Alarm Monitoring.
Alert Delivery Options	To the Intrado Network Operations Center	To the Local PSAP To the Contractor Network Operations Center
Local PSAP Alert Options	[none]	Audible and Visual Alarm Panel alerts, e-mail, pager & SMS messages
Hardware	Firewall Appliance (1)	Firewall Appliance (1) Sentry Server and Console Kit (1)
Software	Software Media Set (1) ELM Class 1 Application (1) ELM Class 2 Application (1)	Sentry Media Kit (1) ELM Class 1 App (1 per server) ELM Class 2 App (1 per Position & IP Agent)

Services	Viper Alarm Monitoring Service (per position workstation-each year)	Sentry Monitoring Service (per ELM App installed-each year)
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Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
Alarm Handling Process	Alarms from the VIPER are transmitted directly to the Contractor Network Operations Center.	Alarms from the VIPER and all monitored hardware sources are collected at the Sentry server which then transmits the alerts to the local PSAP and/or to the Contractor NOC.

7. Remote Operating System (“OS”) Update Service

7.1. Availability

This service is not included in the standard warranty; available for separate purchase.

7.2. Service Description

The OS Update Service provides system administrators who need to manage and distribute Microsoft OS updates the ability to do so directly through the VIPER Primary Domain Controller. When Microsoft issues security updates for its OS software, the OS Update Service makes them quickly available to CPE administrators.

Before delivering a Microsoft OS update to the County, Contractor will review the OS patch content to understand its relevance to the VIPER product family. Once a patch is determined to be applicable, it is certified by Contractor's Validation Engineering team and packaged for deployment. The deployable OS update is then loaded to the Contractor centralized server. The VIPER Primary Domain Controller is then ready, upon authorization from the County's system administrator, to distribute the updates on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the County to track and report on the deployment of updates to the System via the VIPER Primary Domain Controller.

7.3. Contractor Responsibilities

- Make available OS updates for deployment which are certified for applicability on VIPER CPE products.

7.4. County Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: Contractor does not quote or provide high speed internet access as a product offering. For network access service, contact a local Internet Service Provider (“ISP”).)
- Manually synchronize the System with the Contractor Care Access Server to download any available OS Update files. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the OS Updates to the County machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Restart the County machines on the System as required by the Microsoft update (per the Contractor-defined restart process). Some Microsoft OS updates require a restart of the County machines for them to take effect.

7.5. Conditions not covered under this Service offering

- The distribution of the OS Update on disc, drive or other hardware media
- Replacement of non-operational workstation monitors
- Provision of updates to any of Contractor software products, or Anti-Virus offerings

8. Remote Anti-Virus (“AV”) Update Service

8.1. Availability

This service is not included in the standard warranty; available for separate purchase.

8.2. Service Description

This service provides system administrators who need to manage and distribute Symantec signature updates the ability to do so directly through the VIPER primary domain controller. When new signature updates are issued and certified by Contractor, the AV Update service makes them quickly available to CPE administrators.

Before delivering an antivirus signature update to the County, Contractor will review the content to understand its relevance to the VIPER product family. Once a signature update is determined to be applicable, it is certified by Contractor's Validation Engineering team and packaged for deployment. The deployable signature update is then loaded onto the Contractor centralized server. The Symantec Endpoint Protection manager running on the premise VIPER primary domain controller receives the updates from the Contractor server and is then able, upon authorization from the County's system administrator, to distribute them on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the County to track and report on the deployment of signature updates to all of Customer's System via the VIPER primary domain controller.

8.3. Contractor Responsibilities

- Make available antivirus signature updates for deployment which are certified for applicability on VIPER CPE products.

8.4. County Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: Contractor does not quote or provide high speed internet access as a product offering. For network access service, contact a local ISP.
- Manually synchronizing the VIPER system with the Contractor Care Access Server to download any available antivirus signature updates. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the antivirus signature updates to the County's machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Must have a valid Symantec Endpoint Protection Enterprise Edition software license (version 12.1.1 or above) on each County machine in the System (servers and workstations) that receives the updates. This license can be purchased from Contractor, please see ordering notes below.

8.5. Conditions not covered under this Service offering

- The distribution of the antivirus signature updates on disc, drive or other hardware.
- Provision of updates to any antivirus software products other than Symantec Endpoint Protection Enterprise edition (version 12.1.1 or above).
- Provision of updates to OS or any Contractor software products.

9. Response Time Goals and Severity Levels

Table 1: Remote Technical and On-Site Support Services Response-Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
1 Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	Contractor will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Contractor will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
2 Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	Contractor will provide the customer a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect to continue operations. If a bypass procedure is used, Contractor will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
3 Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non-functioning.	8 Business hours	Next Business Day	Contractor will provide the customer with a program code correction in a maintenance release.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
4 Minor Issue	This class of problem is non-service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
5 Inquiry	This is not a class of problem, but is an inquiry only.	2 Business Days	Does not apply	Does not apply.

*On-site response time goal is based on the time from which Contractor determines an on-site technician is necessary. On-site response is only available if County has purchased