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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award a Legacy Contract: Electronic Voter Identification Stations

Resolution No. R-735-13

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the award of *Legacy Contract L601, Electronic Voter Identification Stations* to VR Systems, Inc. (VR Systems) for the purchase of 1,400 Electronic Voter Identification Stations (EViDs) electronic poll books, associated software licenses, and ongoing maintenance support services for the Miami-Dade Elections Department (Elections). The EViDs interface directly with the State voter registration database that is used by the County, and are proprietarily owned and developed by VR Systems. These devices, along with the voter registration database, allow staff to automatically look up voter information and obtain voter eligibility through driver license card swipes and bar code scanners. The EViDs maintain up-to-date voter activity, prevent voter fraud by detecting multiple check-ins, and identify when absentee ballots have already been submitted for a registered voter.

In the past, EViDs were only used during Early Voting operations. Based on Election's need to improve operational efficiencies and voter experience, the use of the EViDs will be expanded to include both Early Voting and Election Day operations at all precincts for countywide and municipal elections. It is anticipated that the expanded usage of the EViDs will reduce voter check-in time, prevent multiple voting, provide live statistics of voter activity, automatically update voter registration records, validate voter reports to the correct precinct, and reduce staff workload. For this contract award, the goal is to receive delivery of the EViDs by early 2014 to allow sufficient time for training and deployment prior to the August 2014 election.

The proprietary nature of the County use of the State's existing voter registration database, as well as the EViDs, precludes any other vendor, at this time, from providing required ongoing maintenance support services. VR Systems Inc. retains all proprietary rights to the software, devices, and maintenance support services. Of the sixty-seven counties within the State of Florida, all but five utilize the systems and devices provided by VR Systems Inc. Therefore, pursuant to Section 2-8.1(b)(2) of the County Code, it is in the best interest of the County to award this legacy contract to VR Systems.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial thirty-seven month term is $3,200,000 which includes $2,800,000 budgeted from the Special Obligation Capital Asset Acquisition Bonds approved by the Board under Ordinance No. 13-62, and $400,000 from General Fund. If the County chooses to exercise the two, two-year options to renew, the cumulative value will be $4,100,000. The proposed contract amount is based on negotiated contract rates and future development.

Department	Allocation	Funding Source	Contract Manager
Elections	$ 3,200,000	Special Obligation Capital Asset Acquisition Bonds / General Fund	Patricia Prochnicki
Total	**$ 3,200,000**		

Track Record/Monitor

The contract manager for Elections is listed in the table above. Beth Goldsmith of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew and extensions in accordance with the terms and conditions of the contract.

Vendor Recommended for Award

Awardee	Address	Principal
VR Systems, Inc.	2840 Remington Green Circle Tallahassee, FL	Jane Watson

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Bid Preference and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
9-17-13

RESOLUTION NO. R-735-13

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AGGREGATE AMOUNT OF $4,100,000 WITH VR SYSTEMS, INC. FOR THE PURCHASE OF ELECTRONIC VOTER IDENTIFICATION STATIONS ELECTRONIC POLL BOOKS, ASSOCIATED SOFTWARE LICENSES, AND ONGOING MAINTENANCE SUPPORT SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS; AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NO. L601

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of an agreement in the aggregate amount of $4,100,000 with VR Systems, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board..

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

THIS EQUIPMENT, SOFTWARE LICENSE, SERVICES, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND VR SYSTEMS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 2840 REMINGTON GREEN CIRCLE, TALLAHASSEE, FLORIDA 32308, (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the County wishes to purchase ongoing Maintenance and Support Services for the Electronic Voter Identification Stations (EViDs) originally obtained through competitively established Contract No. EPP-RFP601, and,

WHEREAS, the County wishes to purchase additional EViDs, associated Software License, Services, Maintenance and Support Services from the Contractor.

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean VR Systems, Inc. and its permitted successors and assigns.

e) The word "Days" to mean Calendar Days.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "EViD Voter Check-in Station" or "EViD Station" or "Electronic Poll Book" means the equipment described in Appendix A, "Scope of Services."

h) The words "EViD Station Software" to mean the computer programs provided by the Contractor (each being a series of instructions or statements in machine readable form and/or any database in machine readable form) together with their related documentation, which are intended to run on an EViD Station.

i) The words "EViD County Software" to mean the computer programs provided by the Contractor (each

being a series of instructions or statements in machine readable form and/or any database in machine readable form) together with their related documentation which may be in electronic form, which are intended to be run on County owned technology hardware.

j) The words "EViD Software Maintenance Fee" to mean an amount payable by County to the Contractor for EViD Software Maintenance Services in respect of a component of EViD Software and the right to use the component and to receive VRS Web Services in respect thereof.

k) The words "EViD Software Maintenance Services" to mean software updates and upgrades as well as technical support services provided by the Contractor to achieve optimal performance of the EViD software as outlined in Appendix A, "Scope of Services."

l) The words "EViD System" to mean one or more EViD Stations together with the EViD Station and EViD County Software, the Third-Party Software and the VRS Web Services

m) The words "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 County's Project Manager; and similarly the words "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 County's Project Manager.

n) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

p) The words "Recommended Equipment" to mean the equipment, communication facilities, and other items described in Appendix A hereto which are required for the successful operation of the EViD System and which County is responsible for providing.

q) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

r) 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.

s) The words "Third-Party Software" to mean the computer software identified in Appendix A hereto which has been manufactured by a party or parties other than the Contractor.

t) The words "VRS Web Services" to mean the provision of a web site and services of the Contractor described in Appendix A hereto.

u) The words "Work", "Services" "Program", or "Project" 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) these terms and conditions, 2) any appendices or attachments hereto.

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 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 both 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 Services 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 and Services 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 and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and 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 execution, whichever is later and shall continue through November 30, 2016. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) additional two (2) year periods. The County reserves the right to exercise its option to extend this Contract for up to 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.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County

a) to the Project Manager:

Miami-Dade County
Elections Department
2700 NW 87th Avenue
Miami, FL 33172

Attention: Patricia Prochnicki
Phone: (305)499 - 8568
Fax: (305) 499-8547
E-mail: bproch@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Beth Goldsmith, Procurement Contracting Officer 2
Phone: (305) 375-4417
Fax: (305) 375-5668
E-mail: bgoldsm@miamidade.gov

(2) To the Contractor

VR Systems, Inc.
2840 Remington Green Circle
Tallahassee, FL 32308

Attention: Jane M. Watson, President
Phone: (850) 668-2838
Fax: (850) 668-3193
E-mail: jwatson@vrsystems.com

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

ARTICLE 7. GRANT OF LICENSE

7.1 License. Contractor agrees to provide the County with licensed EViD Station Software and EViD County Software in accordance with the provisions contained within this Agreement.

7.2 Contractor grants the County an unlimited, non-transferable, non-exclusive license to use the licensed EViD Station Software and EViD County Software in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any of the Software.

ARTICLE 8. FEES AND PAYMENTS

8.1 Fees. The County shall pay the Fees or other considerations for the Equipment (EViDs), Software Licenses, Services, Maintenance, And Support Services as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

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

8.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price and Payment Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments.. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor 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 in duplicate by the Contractor to the County as follows:

Miami-Dade County
Elections Department
2700 NW 87 Avenue

Miami, FL 33172

Attention: Patricia Prochnicki

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify 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, Procurement Management Division, Certificates 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 Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

OR

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

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 insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services 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 Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services 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.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services 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 or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's 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 before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

d) In the event of such dispute, the parties to this Agreement 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 parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to 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.

ARTICLE 15. MUTUAL OBLIGATIONS

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

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

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County 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. 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 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes 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.

ARTICLE 19. ASSIGNMENT

If County fails to make agreed payments in a timely manner, Contractor may become in default of its financial obligations. If Contractor is in default of its financial obligations, County acknowledges that Contractor has granted a Bank security interest in and an assignment of this Agreement and all payments which are due and all payments which become due to the Contractor under this Agreement. Bank acknowledges that prior to any assignment or completion of any payments due hereunder; Bank must comply with the requirements outlined in Article 31 of this Agreement. County consents to such security interest and assignment, which secure certain obligations the Contractor owes to Bank. County further acknowledges that, in the event the Contractor defaults in any of its obligations to Bank, then Bank may direct that County pay directly to Bank all payments which are due and all payment which become due to the Contractor under this Agreement. Such consent to payment is

contingent upon Bank and Contractor issuing a written notice that releases the County of any further payments to the Contractor and assumes all indemnification requirements under this Agreement. Upon receipt of the written notice outlined above from Bank and Contractor, County agrees to pay directly to Bank all payments which are due and all payments which become due to the Contractor under this Agreement.

With the exception of the aforementioned security interest, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld. In the case of a sale, transfer or assignment of all or substantially all of the assets of the Contractor to a successor who has asserted its intent to continue the business of the Contractor, any such successor must comply with terms of Article 31 prior to assignment of this Agreement.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause 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 and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services 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.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services 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 services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract 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 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However,

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

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, 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 be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

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

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

   v. take no action which will increase the amounts payable by the County under this Agreement; and

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

   i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

   ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not

incorporated in the Services.

iii. liquidated damages of $500 per EVID unit if this Agreement is terminated after order placement but prior to Delivery of the units.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis as outlined in Appendix A, "Scope of Services";

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.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services 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 Services 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 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 Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("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 Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, 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;

c) such other direct damages, and;

d) a penalty in the amount of $2,500 per calendar day for every day that Deliverables exceed the delivery requirements outlined in Appendix A, "Scope of Services." Such penalties will not be applicable in times of Force Majeure as outlined in Article 48.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it

believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All 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 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 or unless such data is available under Florida's Public Records 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 on the part of the Contractor of any federal, state or local law in regard to the privacy of individuals.

b) 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.

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

ARTICLE 29. COUNTY PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's 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 (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their 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 any and all information technology software.

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

ARTICLE 30. CONTRACTOR PROPRIETARY RIGHTS

The County hereby acknowledges and agrees that the County Contractor retains all rights, title and interests in and to all materials, data, documentation and copies thereof 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 retains all rights, title and interests in the EViD System software residing on the County servers and the EViD units. Title and ownership rights to the Third-Party Software shall at all times remain with its respective manufacturers. County shall keep the EViD Software free from any and all liens and claims and shall do or permit no act whereby the Contractor's title or rights may be encumbered or impaired. County shall maintain all copyright, trademarks, patent or other intellectual or proprietary rights notices which are displayed on the EViD Equipment, the EViD Software, or any electronic or printed materials furnished to County under this Agreement, and on all permitted copies of such materials.

Except as otherwise provided 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 with the written permission of the Contractor to use and/or disclose, in whole or in part, the technical documentation and Licensed Software 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.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

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

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

2. ***Miami-Dade County Employment Disclosure Affidavit*** *(Section 2.8-1(d)(2) of the County Code)*

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

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

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

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

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

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

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

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

11. ***Subcontracting Practices***
(Ordinance 97-35)

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

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

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

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

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

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

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

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

b) Conflict of Interest
Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review
According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office

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

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 (1/4) of one percent in any exempted contract at the time of award.***

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

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

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and 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 (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in

connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate 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, or veteran status, 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 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of

benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with

the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County 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 (3) business days of receipt of an order, of a decision to decline the order.

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

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

c) Contractor Compliance

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

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable

candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 41. 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.

ARTICLE 42. LIMITED WARRANTY

(a) Subject to the limitations and exclusions set forth in paragraph (b) of this Article 42, Contractor warrants that each item of EViD Equipment will conform to its specifications and be free from defects in material or workmanship for three (3) years. The Limited Warranty period with respect to an item of EViD Equipment will commence on the date of Deliverable Acceptance. If an item of EViD Equipment while subject to this Limited Warranty is defective in material or workmanship during the warranty period, then Contractor will repair or replace the item within ten (10) business days. All exchanged parts and items replaced under this Limited Warranty will become property of the Contractor. No repair or replacement of an item of EViD Equipment shall extend this Limited Warranty period as to the entire item. Warranty on the repair part and workmanship shall only be effective for the remaining period of the Limited Warranty or ninety (90) days, whichever is greater.

(b) The Contractor shall have no obligation under the foregoing Limited Warranty with respect to an item of EViD Equipment if the item has been damaged due to abuse, misuse, neglect, smoke exposure (cigarette or otherwise), accident, unusual physical or electrical stress, unauthorized modifications (including use of an unauthorized mount), tampering, alteration or service other than by the Contractor or its authorized agents, causes other than from ordinary use or failure to properly use the item in the application for which the item was intended. The Limited Warranty excludes cleaning, repair or replacement of cosmetic damage to plastics and damage as a result of normal wear.

(c) County shall follow the procedures and policies in this Article 42 to obtain Limited Warranty service. Any person exercising a claim under this Limited Warranty must establish to the satisfaction of the Contractor both the date of purchase and that the Product was purchased new from the Contractor. The serial number from the EViD Equipment piece is the proof of the date of purchase.

For Warranty service, County must return or deliver the defective EViD Station (or peripheral component thereof, as directed by the Contractor) fully insured, with all fees prepaid (except as otherwise provided during the first 30 calendar days after purchase pursuant to item (d) below), to a service facility authorized by the Contractor. When returning the item to the authorized service center, a Return Merchandise Authorization Number (RMA #) is required and must be clearly displayed on the outside of the shipping carton or a similar package affording an equal degree of protection. (This number is valid for 30 calendar days from issuance and the product must be received within this time period).

Items returned for Limited Warranty service must be accompanied by a written statement that: (i) explains the problem; (ii) provides proof of date of purchase; and (iii) provides the model and serial number of the Product. Contractor or the service facility authorized by VRS will return the repaired/replaced item freight prepaid to County.

(d) The Out-of-Box Failure ("OBF") 30 Day Limited Warranty period commences on the date of delivery to County. If at any time within the first 30 calendar days of use, an item of EViD Equipment fails due to

defective materials or workmanship, Contractor will REPLACE the entire item with a new, like item within ten (10) business days.

County must obtain RMA # from the Contractor. The Contractor will expedite the replacement item freight prepaid to County via Overnight or Next Day Services. For return of a defective item, County will be instructed to return or deliver the defective item at the expense of the Contractor.

For items exceeding this 30-day limitation, please refer to item (c) above. No exceptions will be made.

(e) If an item of EViD Equipment to be installed by County is not what is listed on the packing list or if the wrong item is listed on the packing list, County must report the error to VRS within nine (9) days of receipt of the item.

The item must be returned complete and in "re-sellable condition", where "re-sellable condition" means: All packing materials must be original; all instruction manuals, set-up diskettes, or CD-ROM disks must be returned; all connectors and any other associated parts must be returned.

A new item will be shipped to correct the shipping error within ten (10) business days. Contractor will be responsible for shipping costs of these items.

(f) Repairs outside of the terms of the Limited Warranty will be on a time and materials basis.

ARTICLE 43. MAINTENANCE AND SUPPORT SERVICES

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

ARTICLE 44. PROTECTION OF SOFTWARE

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

Ownership. County further acknowledges that all copies of the Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein. The County shall not (a) otherwise create, attempt to create, or permit, allow or assist others to create the source code or the structural framework of part or all of the EViD Software; (b) cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the EViD Software in whole or in part, to or by any third party without the Contractor's prior written consent; or cause or permit any change to be made to the EViD Software without VRS' prior written consent. County agrees that it will take appropriate action to practically eliminate through reasonable efforts by agreement, instruction or otherwise, with any persons permitted access to the EViD Software so as to satisfy its obligations under this Agreement. County agrees that screenshots, documentation, manuals and software are proprietary to Contractor and do not come under the 'public record' laws.

ARTICLE 45. DELIVERY

Delivery shall be according to Appendix A "Scope of Services" and contingent upon final acceptance by the County.

ARTICLE 46. TESTING AND ACCEPTANCE

Testing and Acceptance shall be completed in the manner outlined in Appendix A, "Scope of Services."

ARTICLE 47. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements of 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:

i. a written notification of the County's approval in accordance with Appendix C, "Acceptance Forms",

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, in accordance with Appendix C, "Acceptance Forms or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable in accordance with Appendix C, "Acceptance Forms.

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 in the timeframe outlined in Appendix A, "Scope of Services."

b) Unless an extension of time has been granted by the County within ten (10) business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary replacement units, 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:

- 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,

- 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. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.

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 48. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which in not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers,

subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

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

Contractor	Miami-Dade County
By: Dawe M Watson	By:
Name: DAWE M. WATSON	Name: Carlos A. Gimenez
Title: PRESIDENT	Title: Mayor
Date: 07/29/2013	Date:
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
Denise L Smith	_____ Assistant County Attorney
DENISE L. SMITH MY COMMISSION # EE33055 EXPIRES: October 07, 2014	
7/29/2013	

APPENDIX A – SCOPE OF SERVICES

Appendix A – Scope of Services

The Contractor shall provide the County with Electronic Voter Identification Check-in Stations (EViDs) for use throughout the County. The EViDs will be composed of the following components:

1. Base Configuration of Equipment – Main Unit (EViD Compact) includes:
    1. Intel Dual-Core Atom 1.8GHz CPU or better.
    2. 10.4" Resistive LCD Touchscreen
    3. 4 GB RAM
    4. One (1) 32 GB SATA Solid State Drive
    5. Three (3) serial ports
    6. Five (5) USB ports
    7. One (1) Gigabit Ethernet LAN port
    8. One (1) PS/2 Port
    9. One (1) VGA Port
    10. One (1) Internal mini PCI 802.11 Wireless Adapter
    11. One (1) 3" Seiko Instruments Thermal Receipt Printer w/auto cutter)
    12. One (1) Integrated ID Tech 3 Track Magnetic Stripe Reader (MSR)
    13. Windows Embedded POSReady 7 Operating System
2. Peripheral Equipment for Main Unit (EViD Compact) - includes:
    1. One (1) AC Power Brick
    2. One (1) 56K US Robotics USB Dialup Modem
    3. One (1) Topaz USB Signature Pad w/Resistive Touch LCD & Backlight
    4. One (1) 8GB USB Flash Drive
3. Carrying Case: Hard-Shell Stackable Carry/Storage Case with carrying handles and form fitted foam insert to accommodate up to two (2) Main Units and all peripherals.

The Contractor shall provide the County with the following software components in association with the EViDs:

EViD Station Software

Each EViD includes a licensed copy of Microsoft Windows Embedded POSReady 7 © which is Third-Party Software furnished "as is" subject to the manufacturer's license agreements.
Station Software running on the EViDs verifies a voter's eligibility to vote using information imported from the Voter Focus☆ system obtained under Contract No. EPP-RFP8248, and records the fact that the voter has checked in to vote. A synchronization program exchanges voter check-in information with the EViD Web Site.

Station Software may run in four modes:

1. Early Voting at an early voting center as defined in Florida Statutes 2003.
2. Voter Check-in Station operating at the polls on Election Day.
3. Clerk's Station operating at the polls on Election Day. Clerk's station will perform all functions of EViDs, and will, in addition, permit the research of voters that the primary check-in station could not locate, and process address changes into the precinct where the clerk's station is located.
4. Voter Outreach mode (for use at a county fair or other voter outreach event) prints a ticket that allows a voter to verify that the Elections Office has the correct name, DOB, address and party on file for the voter.

EViD / Voter Focus☆ Interface Software

The EVid/Voter Focus ☆ Interface is inclusive of the following components:
1) Program that is part of the Voter Focus☆ system obtained under Contract No. EPP-RFP8248 that creates an election-specific election database that is placed on USB flash drives which are required to run the EViDs.
2) Program that is part of the Voter Focus☆ system obtained under Contract No. EPP-RFP8248 that processes the Log File on the USB flash drives returned from Election Day use at the polls on the EViDs, in order to process Voting History Information.
3) A Synchronization program that is part of the Voter Focus☆ Election Management software and which exchanges voting information with the EViD Web Services described below.

The Contractor shall provide, create and maintain EViD Web Services with the following functionality:

The EViD Web Services provides a direct connection to the Voter Focus ☆ system via a secure communication link between the EViDs and the county voter registration database. The communication link is two-way via a secure web site. The web site is maintained by the Contractor in a secure location with redundant power supply and bandwidth that expands to meet demand.

EViD Updates:
The EViDs automatically lock onto the EViD website on startup. Voter data updates from the Voter Registration Database will start to come down from the web site to each EViD. Updates include:

- Voter move-ins from another county (ie. a voter previously unknown before to the EViD.)
- Address changes from voters moving within the county
- Name changes
- Changes of voter status (examples include, new registration Pending to Active; Active to Ineligible/deceased; Active to Ineligible/moved-out-of-county)
- Changes in voting eligibility (examples include, requested and received an absentee ballot; returned an absentee ballot; voted early or voted at the polls at another polling location)
- Changes in 'assistance required status'
- Corrections of poll worker mistakes – also known as 'undos'.

Updates from the EViDs flow into the Voter Registration Database through the Web Services website:

- Voter check-ins from the EViDs in the polling place group flow up to the web site for transmittal to the county database. The voting history of the voters is updated in near real time.
- In-county address changes and name changes made at the polling site flow up to the web site and down to the voter registration system.
- Any undos of poll worker errors.

EViD Web Monitor is the web tool that can be run on any computer, including laptop or tablet connected to the internet. The technicians populate the polling place list on the web site ahead of Election Day (or Early Voting) with the number of EViDs at each polling location. On Election morning the EViD send transactions to the web site. The display shows which polling sites have no EViDs communicating. (The issue may be that the poll workers cannot get into the facility or have not switched on the EViDs and are behind on their opening procedures.)
The EViD Web Monitor allows 'roving techs' in vehicles to quickly get to a precinct that might be running low on supplies or that is not sending up voting history. The EViD Web Monitor allows the tech to 'drill-down' and identify by serial number which EViD is not communicating and sending up voting history.

The EViD Web Monitor allows the managers of the Elections Department a 'window' on all the EViDs operating around the county and gives them an overview of all EViDs at a polling location with color codes and sortable by status.
Managers can use the Web Monitor to see check-in totals per location and per EViD. Extrapolating from this information election staff can see the speed of voter throughput at the site and the consumption of supplies (ballot paper etc.)

'Tech Utilities' functionality:
The 'Tech Utilities' capability allows a roving tech or a technician from the main county office, or an elections warehouse, to perform configuration changes on an individual EViD. For example, with poll worker permission, the technician can:

- Change the polling location of the EViD from (for example, precinct 423 to precinct 117).
- Change the IP address of the Ballot on Demand printer allowing the tech to redirect ballot printing between the primary and secondary ballot printers.
- If a poll worker is stymied on a voter eligibility question the EViD can send a 'picture' of the screen to the elections staff to aid resolution.

Early Voting Wait Times
The designated poll worker can enter voter polling place wait times onto the EViD. This flows through the EViD Web Services communications link. County staff receives the input and can post Early Voting Queue times to the elections web site and deploy more staff and resources to any early voting site with long wait times.

Voting History more quickly
The Web Services allows voter check-ins to flow back to the county voter registration database and update voting history. Elections staff will be able to answer questions from other counties concerning the voting history of voters who affected a move-in to their county on Election Day.

Real-time Lists of those who have voted and those who have not yet voted
(Note: Lists will not include voters who checked in on a non-communicating EViD.) Optionally the Elections Department can arrange for candidates and parties, during Election Day, with a pre-authorized web site login to the elections web site, to access, in almost real-time, lists of voter check-ins. Candidates can pull lists of voters who have checked in and/or lists of those voters who have NOT yet checked in to vote.

Emergency Messaging
The EViD Web Services may be used by elections staff to quickly communicate to all EViD stations en masse or by individual precinct. The message may be that the voting hours have been extended by the Governor or that there is a severe storm approaching.

The Web Services will interact with the EViDs using secure sockets layer (SSL) technology. The Web Services will also interact with the EViD/Voter Focus☆ interface software using SSL technology. The EViD Web Services will be the site through which information flows between the EViDs and the Voter Focus☆ system obtained under Contract No. EPP-RFP8248.

The Contractor shall provide the County with the following Maintenance Services for the EViD Station and EViD County Software. These services shall be provided for software associated with the existing one hundred and twelve (112) EViDs obtained under Contract No. EPP-RFP601 and all EViDs obtained under this Agreement:

a. ***Coverage:*** VRS agrees to: (i) Provide unlimited telephone support in the effective use of the System on weekdays during the hours of 9:00 a.m. to 5:00 p.m. (Eastern Standard Time). (ii) Provide County with the latest and most up to date version of County's System and Documentation, including any and all enhancements and improvements to them (but not including new products developed by VRS for use in conjunction with the System and sold separately). (iii) Correct or replace the System and/or provide services necessary to remedy any programming error that is both attributable to VRS and that significantly affects the performance of the System. Such correction, replacement, or services will be promptly accomplished after County has identified and notified VRS of any such error in writing via facsimile or email. At its expense, County agrees to provide VRS with information, including, but not limited to, sufficient access via Virtual Private Network VPN or modem to County's system, file dumps, screen dumps, error reports, as requested by VRS, and with sufficient support and test time on County's computer system to duplicate the problem encountered in order to ascertain that the problem is with the System and to correct the problem. Corrections for difficulties or defects traceable to County errors or unauthorized System changes, however, will be billed at VRS' standard time and material rates. VRS shall notify County of each update which it believes must be installed before an election.

b. ***Annual Fee and Annual Renewal:*** The Fee for the first year of Maintenance and Support is included in the original License Fee. County understands and agrees that each annual Use/Maintenance/Support fee is a use fee for the right to the next year's annual License and the right to the next year's annual Maintenance and Support, and that these shall be deemed provided and complete, and payment therefore due, upon receipt of invoice as provided in Article 9 (Method and Times of Payment).

c. ***Enhancements and Corrections:*** Any enhancements, corrections or alterations to, or new versions of, the System or Documentation delivered to County by VRS under this Agreement, shall be limited to one (1) copy of such enhanced, corrected, altered or new System or Documentation. Program changes,

including training in the use and implementation of such program changes, in order to meet any new statutory requirements will be provided under the Maintenance and Support portion of this Agreement.

d. ***New Releases:*** VRS will from time to time furnish to County without additional charge one copy of each release of the licensed EViD Software that VRS has released for use by its customers generally.

The Contractor shall provide the delivery of EViDs in the following manner:

Delivery of all EViDs purchased under this Contract shall take place within ninety (90) calendar days of written request from the Supervisor of Elections or Designee. An initial order of fourteen hundred (1400) EViDs will be placed as soon as practical following execution of this Agreement. Delivery shall take place in two (2) installments of seven hundred (700) EViDs completed seven (7) calendar days apart. Schedule of actual delivery dates will be mutually agreed upon. All future orders are to be determined and will be placed at the request of the County.

Acceptance Testing shall be conducted in the following manner:

The County and the Contractor shall remove EViDs from all packing materials and complete the following steps:

Setup

- Verify no damage to EViD case.
- Verify all four feet are attached.

Hookups

- Insert staging activator into a USB port.
- Plug signature pad into a USB port.
- Put paper in printer, if needed.
- Plug in internet connection (modem or network).
- Plug in third party scan guns (to be provided by the County)

Power-On Test

- Plug in power adapter.
- Turn on EViD by pressing button on the right side by the USB port. After station boots up, the left LED on bottom of screen should glow green.
- Fast Voter Check-in automatically runs. The activator should be recognized automatically and then the program will continue. If the following message is dispayed, "*Searching for activator. Please insert activator to continue,*" verify that the activator is inserted properly by pulling it out and reinserting it in the USB port. Wait a few moments for the activator to be detected by Windows.

Software Test

Software testing will be conducted using the County's production Voter Focus☆ database. The County's database from Sandbox will either be included on the staging activator or will require loading from the election activator as a separate step following the additional steps outlined below.

- Exit Fast Voter Check-in from Power-on test
- Plug in Election Day activator from Sandbox
- Restart Fast Voter Check-in.
- Fast Voter Check-in will recognize the activator automatically and then the program will continue. If the following message is displayed, "*Searching for activator. Please insert activator to continue,*" verify that the activator is inserted properly by pulling it out and reinserting it in the USB port. Wait a few moments for the activator to be detected by Windows

The County will provide sample Voter ID cards as well as any sample driver's licenses required for completion of testing.

- Following a successful Power-On Test, a message box will display the following message: *You are about to Stage this EViD for Election [number]....* Touch **Yes**.
- Follow the on-screen prompts until the **Change Initials** screen appears.

- Touch **F12**. The keyboard layout will toggle from QWERTY to ABC. Touch **F12** to return to QWERTY mode.
- Enter any three characters using on-screen keyboard, then touch **Ok**.
- Swipe test card and accept name. If address is displayed, accept as correct. If signature pad is attached, sign pad and touch **Accept**. Then touch **Accept Signature** on EViD screen. Voting Pass or Refer to Clerk ticket prints.
- Verify ticket prints correctly.
- Using the Scan gun scan the VoterID card, then touch **Ok**
- If address is displayed, accept as correct. If signature pad is attached, sign pad and touch **Accept**. Then touch **Accept Signature** on EViD screen. Voting Pass or Refer to Clerk ticket prints.
- Verify ticket prints correctly.

- A message should have been received from the website. This is indicated by the button in the upper-left corner of the screen having a mailbox icon with the flag waving (flashing yellow). Click on this button to display the message from the website. Press **Ok** to return to the main screen.
- If this is the first EViD staged, do the next step, but be aware that the EViD network will not show yet. Leave this first unit running until all EViDs have been tested. Remove activator and network/modem cable. The wireless connectivity on the first system should be tested when the second system is tested, as follows:
    - Press **Search for Voter** on the main screen. Enter **99/99/9999** in the **Birth Date** field and press **Search**.
    - Press **Show Windows Desktop**.
    - The Windows POSReady 7 desktop will appear. In the taskbar at the bottom, select **EViD Messenger**.
    - Press **King/Pawn**.
- Verify that all EViDs that are currently powered on and operational are listed.
- Press **Return to EViD** in the upper-left corner of the screen.

Finalize Process

- Exit Fast Voter Check-in by pressing **EXIT**. Select **YES**. The unit will power down automatically.
- Disconnect cables, including modem/network cable, and stow in case.
- Remove activator.
- Put case top on and close all clamps.

The Contractor shall provide the following services to the County for Acceptance Testing:

For the initial order placed under this Agreement, Contractor shall provide a Manager and two EViD Technicians to provide on-site technical support. There will be no charge to the County for costs associated with this service, including the technicians' hourly rate, overtime, travel, hotel nor expenses. The Contractor's technicians will work alongside County staff in order to complete Acceptance Testing in a timely manner. Services for any future orders will be mutually agreed upon in writing.

The Contractor shall provide the following training services to the County:

The Contractor shall create an EViD training video for the purpose training poll workers on the use of EViDs. The Contractor shall create a County Poll Work Training Portal for the purpose of accessing the training videos. The County may place a link to the web portal on a designated website to allow staff/poll workers access to the training videos.

APPENDIX B – PRICE AND PAYMENT SCHEDULE

Appendix B – Price and Payment Schedule

A. PAYMENT SCHEDULE

Description	Total Amount Due
Annual EViD County Software License Maintenance Support and Use – October 17, 2013 through November 30, 2014	$9,051
Annual EViD Station Software License Maintenance Support and Use – October 17, 2013 through November 30, 2014 (Covers 112 EViDs)	$15,527
EViD New Equipment Purchase – Quantity 700 – Includes 1 Year of License Maintenance Support and Use	$1,396,500
EViD New Equipment Purchase – Quantity 700 – Includes 1 Year of License Maintenance Support and Use	$1,396,500
Annual EViD County Software License Maintenance Support and Use – December 1, 2014 through November 30, 2015	$8,198
Annual EViD Station Software License Maintenance Support and Use – December 1, 2014 through November 30, 2015 (Covers 112 EViDs)	$13,857
Annual EViD Station Software License Maintenance Support and Use – January 15, 2015 through November 30, 2015 (Covers 1400 EViDs)	$151,379
Annual EViD County Software License Maintenance Support and Use – December 1, 2015 through November 30, 2016	$8,320
Annual EViD Station Software License Maintenance Support and Use – December 1, 2015 through November 30, 2016 (Covers 1512 EViDs)	$187,065
Total For Initial Term:	**$3,186,397**

B. PRICE BREAKDOWN – PURCHASE OF EViDs

DESCRIPTION	PRICE
Electronic Voter Identification Check-in Stations (EViDs) – Minimum Order Quantity of 1000 – Cost per EViD – Includes 1 Year of License Maintenance Support and Use	$1,995
Electronic Voter Identification Check-in Stations (EViDs) – Minimum Order Quantity of 750 to 999 – Cost per EViD – Includes 1 Year of License Maintenance Support and Use	$2,106
Electronic Voter Identification Check-in Stations (EViDs) – Minimum Order Quantity of 500 to 749 – Cost per EViD – Includes 1 Year of License Maintenance Support and Use	$2,228

DESCRIPTION	PRICE
Electronic Voter Identification Check-in Stations (EViDs) – Minimum Order Quantity of 250 to 499 – Cost per EViD – Includes 1 Year of License Maintenance Support and Use	$2,327
Electronic Voter Identification Check-in Stations (EViDs) – Minimum Order Quantity of 1 to 249 – Cost per EViD – Includes 1 Year of License Maintenance Support and Use	$2,551

C. **OPTIONAL YEARS TO RENEW FEE SCHEDULE**

DESCRIPTION	PRICE
OTR 1 – Annual EViD County Software License Maintenance Support and Use – December 1, 2016 through November 30, 2017	$8,446
OTR 1 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2016 through November 30, 2017 (Covers 1512 EViDs)	$187,065
OTR 1 – Annual EViD County Software License Maintenance Support and Use – December 1, 2017 through November 30, 2018	$8,573
OTR 1 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2017 – April 24, 2018 (Covers 87 EViDs)	$4,246
OTR 1 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2017 – October 20, 2018 (Covers 25 EViDs)	$2,737
OTR 1 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2017 through November 30, 2018 (Covers 1400 EViDs)	$173,208
Total for OTR 1:	**$384,275**
OTR 2 – Annual EViD County Software License Maintenance Support and Use – December 1, 2018 through November 30, 2019	$8,701
OTR 2 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2018 through November 30, 2019 (Covers 1400 EViDs)	$173,208
OTR 2 – Annual EViD County Software License Maintenance Support and Use – December 1, 2019 through November 30, 2020	$8,832
OTR 2 – Annual EViD Station Software License Maintenance Support and Use – December 1, 2019 through November 30, 2020 (Covers 1400 EViDs)	$173,208
Total for OTR 2:	**$363,949**

D. OPTIONAL ITEMS AND SERVICES

Service	Proposed Rate
Project Manager (Hourly Rate)	$250
Consultant (Hourly Rate)	$200
Trainer (Hourly Rate)	$150
On-site Training (Hourly Rate)	$280
Senior Software Programmer (Hourly Rate)	$180
Database Analyst (Hourly Rate)	$250
Additional On-Site Technical Support as described	$66.30
Hardware Replacement Plan – Per EViD, per year	$100.00
EViD Trade-in Value – Per EViD (only applicable to devices purchased under Contract No. EPP-RFP601)	-$300.00

The County may make a written request for the Contractor to provide certain personnel for future Election events. Upon receiving this request, Contractor and the County must mutually agree to the scope of the additional services, personnel that perform them and the rates for the work using the schedule provided above.

Subject to a Statement of Work or Task Order mutually agreed to and executed between the parties, Contractor shall provide Services on a time and materials basis, at the hourly rates set forth above.

APPENDIX C – ACCEPTANCE FORMS

Deliverable Acceptance Form

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and VR Systems, Inc. This document constitutes full acknowledgment by the County acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

Deliverables	Serial Number	Inventory Control Number
Electronic Voter Identification Check-in Stations		

Deliverable Date: _____

Not Accepted:	
Reason:	
General Comments:	

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Inventoried By:

Signature: _____

Name: _____

Date: _____