

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: SS8967-3/13

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES ___ NO

Requisition/Project No: ROID1300192
 TERM OF CONTRACT: 5 years
 Requisition/Project Title: Advanced Air Tasers

Description: Upgrade to X-2 Air Tasers
 User Department(s): PD
 Issuing Department: ISD
 Contact Person: Caroline Burgos
 Phone: 305-375-3689
 Estimated Cost: \$1,000,000
 Funding Source: General Funds

ANALYSIS

Commodity/Service No: 68050 SIC: _____

Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years
 Check Here if this is a New Contract/Purchase with no Previous History

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			

Continued on another page (s): ___ Yes ___ No

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Caroline Burgos
 Date to DBD: 9/4/2013
 Date Returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2013 SEP -4 PM 12:12

July 15, 2013

Ms. Teresa Meares
DGG Taser, Inc.
8725 Youngerman Court, Suite 305
Jacksonville, Florida 32244

RE: Contract No. L-XXX for Advanced Air Tasers

Dear Ms. Meares:

Miami-Dade County, here in referred to as the County, would like to establish the abovementioned contract with your firm (herein referred to as the "Contractor") to procure Advanced Air Tasers for the Miami-Dade County Police Department. Prior to issuing a purchase order your firm, the County requires your firm's acceptance with regards to the following requirements:

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 DGG Taser 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 "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- h) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

2. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the 60th month. 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.

3. 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) appendices to these terms and Conditions (the Scope of Services - Appendix A, and Price Schedule - Appendix B), and 3) any associated addenda or attachments thereof.

4. 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 Police Department
9601 NW 58th Street
Bldg. 100
Doral, FL 33178
Attention: Michael Alvarez
Phone: 305-715-5000
E-mail: maalvarez@mdpd.com

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Services Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

DGG Taser, Inc.
8725 Youngerman Court, Suite 305
Jacksonville, FL 32244

Attention: Teresa Meares
Phone: 904-777-4801
Fax: 904-777-4802
E-mail: teresam@teamdgg.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.

- 5. The Contractor shall provide services to the County in accordance with Appendix A, Scope of Services.
- 6. The Contractor shall be paid in accordance to Appendix B, Price Schedule.

7. NATURE OF THE AGREEMENT

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.

8. SHIPPING TERMS AND DELIVERY

Pricing is F.O. B. Destination and the Contractor shall hold title to the goods until such time as they are furnished, delivered and accepted by the County:

Miami-Dade County Police Department
9105 NW 25 Street,
Miami, FL 33175
Attention: Michael Alvarez

The product(s) to be provided hereunder shall be delivered to the County in full compliance with the Scope of Services. If items are provided by Contractor are determined not to meet the specifications as stated herein, either party prior to acceptances or upon initial inspection, will be returned at the Contractor's expense. At the County's own option, the Contractor shall either provide a direct replacement to the item, or provide a full credit for the return item. The contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

9. METHOD OF PAYMENT INVOICE FOR DELIVERY:

The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the equipment. Under no circumstances shall the invoice be submitted in advance of the delivery and acceptance the equipment. In order for the County to provide payment, the Contractor shall submit a fully document invoice that contains the following basic information:

- I. Contractor Information
 - Contractor Name
 - Date of Invoice
 - Invoice Number
 - Contractor's Federal Identification Number
- II. County Information:
 - Miami-Dade County Release Purchase Order
- III. Pricing Information
 - Unit price of the goods provided
 - Applicable discounts

IV. Goods Provided Per Contact

- Description
- Quantity

V. Delivery Information

- Delivery terms set forth within the Miami-Dade Release Purchase Order
- Location and Date of delivery of goods
- Reference of the corresponding delivery ticket
- Packing slip number that was assigned by an authorized County representative at the time the equipment was delivered and accepted.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contactor to the County as follows:

Miami-Dade County Police Department
Accounts Payables
9105 NW 25 Street, #3049
Miami, FL 33175
Attention: Accounts Payable Supervisor

10. COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Code Section 2-8.10, this agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two (2) percent. The Contractor providing goods or services under this agreement shall invoice the contract price and 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.

11. INSPECTOR GENERAL FEE

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions accounts, records, and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

12. AUDITS

Pursuant to County Code Section 2-476, 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.

13. INDEMNIFICATION

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. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

14. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The county shall be the sole judge of "reasonable costs."

15. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions, stated herein.

The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions, and/or administrative orders. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in tifs best interest. All re-procured cost shall be borne by the Contractor.

16. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

17. WARRANTY

The Contractor shall provide X-2 Advanced Air Tasers, air cartridges, holsters, and accessories warrantied against factory defects and workmanship.

18. 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 County 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
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.

19. 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.

20. 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/>.

21. SURVIVAL

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney