



**REQUEST FOR QUOTATION
FOR SMALL PURCHASE ORDERS**

**THIS IS NOT
AN ORDER**

REFERENCE NO: CE06 Xray Equipment	DATE ISSUED: 7/27/2015	QUOTE DUE DATE:
		QUOTE DUE TIME:

REQUESTING DEPARTMENT INFORMATION

LOCATION: ZOO MIAMI	CONTACT PERSON: Jocelyne Lehmann	
TELEPHONE NO:	FAX:	E-MAIL: j193@miamidade.gov
ADDRESS: 12400 SW 152 ND ST. MIAMI, FL 33177		

QUOTE REQUESTED FROM:

VENDOR NAME: Sound vet	FEIN NO: 33-0900627
CONTACT NAME: Kevin Mick	EMAIL: kmick@soundvet.com
TELEPHONE NO: 919-630-4172	FAX NO:

QUOTE INFORMATION: Method Of Award: By aggregates

SCOPE OF WORK \ TECHNICAL SPECIFICATIONS \ ADDITIONAL ITEMS : Attached

Delivery required: 45 days after receipt of PO Delivery address: SAME AS ABOVE

Item No.:	Commodity/Service Description	Quantity	Unit Price	Total												
	Sprint Air 1417	1	\$110,000	\$74,590												
	SoundBank Plus	1	\$5,750	\$2,000												
	eFilm v3.x Concurrent (6 pack)	1	\$5,000	\$3,000												
	Canon wiring unit WU-3A (for 801/701)	1	\$3,000	\$1,600												
	Installation/Training	1	\$2,000	\$2,000												
	24" Dell monitor	1	\$750	\$750												
	L-COM WLAN-LCUSB2458 adapter for Canon 801C	1	\$60	\$60												
	Sound HF40-OTSx system	1	\$47,000	\$36,000												
	Installation/Training Xray equipment	1	\$4,000	\$4,000												
	Shipping	1		\$122,000												
				<u>\$1,985</u>												
	** WARRANTY INFORMATION REQUIRED		Total:	<u>\$123,985</u>												
	** Warranty Information Attached															
	Maintenance and repair support for non-warranty issues to include \$															
	<table border="1"> <tr> <th>Item</th> <th>Cost</th> </tr> <tr> <td>Evaluation</td> <td align="right">\$140.00</td> </tr> <tr> <td>Labor</td> <td align="right">\$450.00</td> </tr> <tr> <td>Part</td> <td align="right">TBD</td> </tr> <tr> <td>Shipping</td> <td align="right">TBD</td> </tr> <tr> <td>Sub-Total</td> <td align="right">\$590.00</td> </tr> </table>	Item	Cost	Evaluation	\$140.00	Labor	\$450.00	Part	TBD	Shipping	TBD	Sub-Total	\$590.00			
Item	Cost															
Evaluation	\$140.00															
Labor	\$450.00															
Part	TBD															
Shipping	TBD															
Sub-Total	\$590.00															
	_____ hourly labor rate and _____ % off list for parts, not covered under warranty.															

IMPORTANT: All deliveries are to be FOB Destination. This is a RFQ and quotations furnished are not offers. This request does not commit MIAMI-DADE COUNTY to pay any costs incurred in the preparation of the submission on this quotation or to contract for supplies and services. The quote must complete and submit requested documentation and/or certification and attach to this RFQ.

BIDDER INFORMATION:

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with Section 2-8.5 of the County Code and described in the Local Preference section of this solicitation, and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.
 Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 2-8.5 of the County Code and described in the Local Preference section of this solicitation.
 Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP).

Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP.

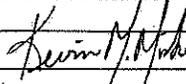
The address of the locally-headquartered office is _____

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

A Micro/SBE or SBE Business Enterprise must be certified by bid submission deadline, at award and for the duration of the purchase order to remain eligible for the preference. Is your firm a Miami-Dade County Certified Small Business Enterprise?

yes no If yes: Micro SBE and Certificate No.: _____

Company: Sound Technologies	Authorized Signature: 
Address: 5810 Van Allen Way	Name (print): Kevin Mick
City: Carlsbad	Tel: (919)630-4172 Fax: (760)444-8719
State: CA Zip Code: 92008	E-mail: kmick@soundvet.com

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

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INSTRUCTIONS TO BIDDERS

1. A sealed quote is not required, thus the bidder may submit its written quotation by fax, mail, or e-mail (provided that it includes a scanned signed quote), to the contact person identified on the front of this document, unless otherwise specified.
2. Quotes received after the time and date specified shall not be accepted.
3. Bidder shall insert unit price and extension, as required, opposite each item. Where the unit price and the extension price are at variance, the unit price shall prevail.
4. Prices quoted will remain fixed for a period of forty-five (45) days.

Legal Requirements

Bidders are advised that this contract is subject to all legal requirements contained in the County's Implementing Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

Local Preference

The award of this solicitation is subject to Section 2-8.5 of the County Code which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business. For the purposes of the applicability of this Code section, "local business" means the bidder has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. A Post Office Box cannot be used to establish a physical address.

As a result of a reciprocal agreement with Broward County, Broward County vendors shall have the same consideration as Miami-Dade County vendors when applying this Local Preference Code section.

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.

A. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

B. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

Ties in best and final bid shall be resolved in the following order of priority: Locally-Headquartered Business, Local Business, other business.

SMALL/MICRO BUSINESS CONTRACT MEASURES

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code). If there is insufficient availability, a 10% (ten percent) preference shall apply for certified Micro bidders on awards valued up to and including \$100,000.

A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER), for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>.

FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, 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 successful Bidder is free to fill its vacancies from other sources. Successful Bidders 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://apps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407.

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Cone of Silence:

Request for Additional Information

Pursuant to Section 2-11.1(t) of the County Code, this RFQ is subject to the "Cone of Silence" until an award recommendation has been made. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the contact person identified on the front page of the solicitation. Such inquiries or requests for information shall be submitted to the departmental contact person in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

Office of the Inspector General

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.

For additional details regarding the requirements above, please visit the Procurement Management web site at <http://www.miamidade.gov/procurement/legislative-policies.asp>

User Access Program (UAP) applies only to referenced SPO's that are established via departmental competition.



SOUND ASSURANCE PREMIER WARRANTY & SERVICE PROGRAM TERMS & CONDITIONS

1. General. These Sound Assurance Premier Warranty & Service Program Terms & Conditions are the commercial terms of the Sound Assurance Premier Warranty & Service Program ('**Sound Assurance**') and all warranties and services offered thereunder (the '**Services**') by Sound, a VCA Antech company ('**Sound**') to the purchaser (the '**Customer**') of the equipment (the '**Covered Equipment**') identified in the invoice attached to the Sound Assurance Premier Warranty & Service Program Executive Summary (the '**Executive Summary**'). The Executive Summary to which these terms and conditions are attached to and these terms and conditions, which are incorporated in and are a part of the Executive Summary, shall be referred to as these '**Terms & Conditions.**' These Terms & Conditions constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of the Covered Equipment and supersede any prior agreements or representations—including representations made in any Sound sales literature or advice given to Customer by Sound, or an agent or employee thereof—that may have been made in connection with Customer's purchase of the Covered Equipment.

2. Taxes. Customer is responsible for and shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of Sound Assurance, except for taxes based on Sound's net income. Sound will invoice Customer for any taxes Sound is legally obligated to collect from Customer.

3. Services. Services covered by Sound Assurance are only those specifically identified in the Executive Summary and these Terms & Conditions.

a. All Services are provided remotely through Sound's Support Call Center. Sound makes no commitment to provide on-site Services as part of Sound Assurance. Sound bears no responsibility for failure to provide Services in the event of technical difficulties with telephone or broadband connectivity or other matters which are out of its control.

b. Response times for Services are not guaranteed.

c. Sound reserves the right to change the duration, frequency, type, nature, form and other aspects of the Services without the prior approval of or notification to Customer.

d. Unless otherwise explicitly identified in writing by Sound, Services do not include: (i) the provision and maintenance of a dedicated broadband connection to the Covered Equipment; (ii) the provision of security measures to protect network configuration or protection from unauthorized access to the network; (iii) support for remote connectivity solutions not recommended by Sound; (iv) support for the repair, replacement or disposal of accessories and power supply equipment or consumable items, including, without limitation, synchronization and receptor cables, foot pedals assemblies, batteries, cassettes, copier drums, ultrasound machines, computers, monitors, filters, image intensifiers, laser tubes, film magazines, radiograph generators, radiograph tables, radiation sources, compressors, film processors, processor chemicals, styli, software, bulbs, glassware, radiation sources, dyes, or storage media;

(v) the provision, payment, or reimbursement of any rigging or facility cost, including monitor mounting, cable installation, computer mounting, network cabling, or other activities related to information technology; (vi) material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment room, peripherals, adjuncts); and (vii) temporary installation of equipment for testing, training, and other purposes.

e. The provision of all Services, including the offer of any discounts, is subject to Customer remaining in good standing under Sound Assurance (including timely payment of fees and other applicable amounts).

4. Proprietary Service Materials. In connection with the installation, configuration, maintenance, repair, and/or de-installation of the Covered Equipment Sound may deliver to Customer (either with the delivery of the Covered Equipment or otherwise), store at Customer's location or attach to or install on Customer's equipment parts of this package that have not been purchased by or licensed to Customer. The presence of this property at the location at which the Covered Equipment is located will not give Customer any right or title to such property or any license or other right to access, use or decompile such property. Any access to or use of this property and any decompilation of this property by anyone other than Sound's personnel is prohibited. Customer agrees that it will use reasonable efforts to protect such property against damage or loss and to prevent any access to or use of this property contrary to this prohibition.

5. Software Patches/Fixes. If access to Sound patches, fixes and minor enhancements to Sound software is identified as part of the Services in the Executive Summary, Sound shall provide patches, fixes and minor enhancements to Sound software included as part of the Covered Equipment free of charge. Any software furnished by Sound under Sound Assurance ('**Software**') is done so on a non-transferable license-to-use basis and all right, title and interest therein is and will remain vested exclusively in Sound or its licensors. Customer will not decompile, disassemble, or otherwise derive the source code of any Software furnished by Sound nor will Customer make any copies of such Software, except that Customer may make one (1) copy of such Software for backup purposes only. Customer will return or destroy all copies of Software upon cessation of use of the related Covered Equipment usage. All Software furnished by Sound is to be considered confidential information and will be held by Customer in strict confidence and disclosed on a need-to-know basis, or as required by law, to only those of its employees who have agreed in writing to maintain the confidentiality of Customer provided third party confidential information. No guarantee or commitment as to the type of products, functionality, enhancements, additions, usability or uptime with respect to the Software is implied or expressed by Sound. Nothing in these Terms & Conditions shall obligate Sound to develop, create, test, release, support or provide for use, or sell any new Software, Software patches, or Software functionality ('**Software Enhancements**'). Customer has no implied nor specific right, to receive or demand any Software Enhancements. Customer acknowledges and agrees that Software Enhancements may require hardware purchases, including possible necessary upgrades to existing hardware owned by Customer ('**Hardware Updates**'). Hardware Updates that may be necessary to make

Software Enhancements operable to specifications are specifically excluded from Sound Assurance, and are Customer's responsibility.

6. Remote Image Management. If access to SoundSafe™, powered by Antech Imaging Services, Sound's cloud based DICOM image storage service, is identified as part of the Services in the Executive Summary, Sound will provide to Customer access to SoundSafe™ (the 'Archive') through its internet portal at www.antechimagingervices.com.

a. Data will be stored in the Archive for the duration of the Term. Upon termination of the Term Sound will bear no responsibility for maintaining customer's data in the Archive. Customer is solely responsible for maintaining proper medical records in accordance with the laws of the state in which Customer is located. Storage of data in the Archive is not intended to replace Customer's obligations with respect to laws regarding the retention of medical records.

b. Customer is allowed a maximum of twenty-five (25) gigabytes of Archive storage per month during the Term. If Customer exceeds the Archive storage limit, Customer will be charged \$15.00 per additional gigabyte per month for the remainder of the Term.

c. It is solely Customer's obligation to provide and maintain adequate broadband connectivity and bandwidth to transfer data. Sound bears no responsibility for data that is not successfully transmitted and received by the Archive server. Data is deemed 'Archived' solely after it is received and logged as received by the Archive server. It is Customer's responsibility to maintain the configuration of the Archive software to allow for adequate and consistent transmission of data.

d. In the event Customer desires to recover data that has been successfully stored in the Archive, Customer must request such recovery by calling the Sound Support Call Center. The Customer will be asked to provide a portable hard drive of the appropriate capacity. Sound is not responsible for loading Archived data back on the local PACS archive.

e. Sound has the right to view and use any data stored in the Archive for its own business purposes, including without limitation quality control, research, education, testing, training and product development.

f. Access to SoundSafe™ and its related products and services is subject in all respects to the applicable SoundSafe™ policies, terms and conditions, as in effect from time to time, and available at www.antechimagingervices.com.

7. Uptime Commitment. If an Uptime Commitment is provided in the Executive Summary, then Sound guarantees that the Covered Equipment will be operable and in service for the period specified in the Executive Summary (the 'Uptime Commitment'). The Covered Equipment will be considered inoperable and out of service under the Uptime Commitment if, due to Sound's design, manufacturing, material, or support performance failure, the Covered Equipment is unavailable for imaging patients and diagnosing images on the Covered Equipment's acquisition console.

a. **Uptime Commitment Exclusions.** Peripheral equipment are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Covered Equipment failure, and damage or inoperability due to any cause other than Sound's design, manufacturing, material, or support performance failure, will be excluded from the Uptime Commitment calculation, including without limitation those items described in Section 3 as excluded from 'Services' and those items identified in Section 12 as Customer's responsibilities. If the Covered Equipment is inoperable due to Sound's design, manufacturing, material or support performance failure, the Covered Equipment will be considered out of service from the time the request for service was received at Sound's designated facility until the Covered Equipment is once again turned over to Customer for operation; provided, however, that the following shall be excluded from the period of time during which the Covered Equipment is considered out of service: (i) downtime which occurs while Customer's business is not open for business; and (ii) any period during which Customer either fails to provide Sound with immediate and unencumbered access to the Covered Equipment or continues to obtain images after notifying Sound of an equipment failure.

b. **Exclusive Remedy.** If an Uptime Commitment is provided in the Executive Summary and the Uptime Commitment is not achieved, Customer's sole and exclusive remedy shall be a payment from Sound calculated as follows, based on Sound's then current annual fee for an extended warranty comparable to the Sound Assurance program set forth in the Executive Summary (the 'Annual Fee'): (i) if excess downtime is equal to or greater than 0.1% and less than 3.0% of the Uptime Commitment, Sound will pay to Customer an amount equal to 1/52 of the Annual Fee (i.e., one week's worth of the Annual Fee); (ii) if excess downtime is equal to or greater than 3.0% and less than 8.0% of the Uptime Commitment, Sound will pay to Customer an amount equal to 1/26 of the Annual Fee (i.e., two weeks' worth of the Annual Fee); and (iii) if excess downtime is equal to or greater than 8.0% of the Uptime Commitment, Sound will pay to Customer an amount equal to 5/52 of the Annual Fee (i.e., five weeks' worth of the Annual Fee).

c. **Loaner/Rental Program.** If an Uptime Commitment is provided in the Executive Summary and if the Covered Equipment is inoperable and out of service, Sound will make available to Customer loaner equipment, on a temporary and limited basis, while Sound performs any diagnostic or repair services with respect to the Covered Equipment (subject to availability). Sound will make reasonable efforts to ship loaner equipment within 2 business days of Sound's receipt from Customer of an executed Sound Loaner/Rental Program Agreement, a copy of which is available at <http://resources.soundvet.com>. Customer's acceptance and use of any Sound owned equipment shall be evidence of Customer's acceptance and agreement of the terms and conditions of the Sound Loaner/Rental Program Agreement. Peripheral equipment such as network computers and imaging modalities other than the digital radiography acquisition station are specifically excluded from this commitment. Sound shall provide Customer with shipping labels for the shipping of Covered Equipment and or loaner equipment on Sound's account.



Order Summary

Order No: QUO-26674-X7G7B0

Revision: 0

8. Sound Warranty. For one (1) year commencing on the completion of installation of the Covered Equipment as evidenced by the earlier to occur of (i) confirmation of first image capture, or (ii) Customer's use of the Covered Equipment (the "Commencement Date"), Sound warrants that the Covered Equipment will (1) be free from defects in material and workmanship, and (2) conform to the applicable Sound published specifications in effect on the date of order of the Covered Equipment (the "Sound Warranty"). Sound may, in its sole discretion, repair and/or replace the Covered Equipment, with similar new or refurbished products or parts, during the warranty period.

Unless Sound notifies Customer otherwise, when receiving a replacement warranty part, Customer is responsible for installation of the replacement part and returning the defective part to Sound within 10 days of receipt of the replacement part. Each shipped replacement part includes a packing slip that provides Customer with information about how to return the defective part. Failure to return the defective part within 10 days may result in the suspension of Services or charges for the part at then current prices. The warranty period for any equipment furnished to Customer to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Covered Equipment. **THE SOUND WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DAMAGE FROM MISUSE, TRAUMA, OR FLUID DAMAGE.**

9. Limited Warranty. Except as expressly represented otherwise in these Terms & Conditions, all Services provided by or on behalf of Sound, including access to the AIS services, are provided on an "AS IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise, especially with respect to quality, reliability, timeliness, usefulness, sufficiency and accuracy. **ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY SOUND AND AIS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY SOUND SHALL CREATE A WARRANTY UNLESS EXPRESSLY INCORPORATED INTO THESE TERMS AND CONDITIONS.**

10. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RELATED TO THESE TERMS & CONDITIONS (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE OF EQUIPMENT OR UNAVAILABILITY OF DATA), INCLUDING CLAIMS OF ANY THIRD PARTY. SOUND'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR SOUND TO REPERFORM SERVICES WITHIN A REASONABLE TIME FRAME.

11. OEM Warranties. For any equipment external to the Covered Equipment purchased by Customer (e.g., work stations, servers, and other peripherals), Customer shall have the benefit of any warranty provided by the original equipment manufacturer. OEM warranty service on any external equipment must be obtained directly from the original manufacturer, and such warranty expires in accordance

with the terms thereof. The Services and Sound Warranty provided pursuant to the terms and conditions hereof do not include any service or warranty with respect to any external equipment. **SOUND DISCLAIMS ALL WARRANTIES ON ALL EXTERNAL EQUIPMENT.**

12. Customer Responsibilities. It is Customer's responsibility to, and Sound is not responsible for Equipment downtime, warranty obligations or damages resulting from Customer's failure to:

a. Provide and maintain a dedicated broadband connection to the Covered Equipment, and any firewall access required and specified by Sound, to provide for Sound's remote access at all times. **CUSTOMER ACKNOWLEDGES THAT FAILURE TO MAINTAIN A DEDICATED BROADBAND CONNECTION AND FIREWALL ACCESS MAY: (i) SEVERELY DELAY, LIMIT, AND/OR PRECLUDE SOUND'S ABILITY TO PERFORM SERVICES; (ii) REDUCE SYSTEM UPTIME AND PERFORMANCE; AND (iii) RESULT IN ADDITIONAL COSTS TO CUSTOMER.**

b. Provide all assistance reasonably requested by Sound or its agents, assist in gathering data from the Covered Equipment, Software and other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is requested.

c. Remove and re-install any Sound loaners, test or Customer owned equipment as necessary. Any third party labor charges associated with such installs will be the sole responsibility of the Customer.

d. Comply with the requirements of any implementation guidelines, security procedures, manuals or other instructions provided by Sound or the manufacturer of the Covered Equipment, including requirements to have access to commercially available software, media player or other technology reasonably necessary for access to or use of information.

e. Refrain from modifying, adding or combining any hardware or software to the Covered Equipment or Software provided by Sound, unless endorsed or accepted in writing by Sound.

f. Ensure the security of networked equipment by taking appropriate measures to prevent unauthorized access to networked equipment and the interception of communications between Sound's service center and the networked equipment, including isolating networked equipment from other networks, setting up firewalls, and taking any other measures that Sound reasonably believes is necessary to ensure the security of the networked equipment and related communications.

g. Ensure the Covered Equipment is used solely in accordance with reasonable care and caution, with the requirements of the operation manual, by properly qualified and licensed personnel, including without limitation providing a suitable environment for the Covered Equipment and maintenance of the temperature, cleanliness, debris-free nature and safety of that environment in a manner consistent with supporting the Covered Equipment (including without limitation, protection from building or location structural deficiency; power surge, fluctuation or failure; dust, sand, hair, urine, fluids,



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Order No: QUO-26674-X7G7B0

Revision: 0

moisture, chemicals or other particles or debris; or air conditioning failure).

h. Promptly notify Sound in writing of any change in the location of the Covered Equipment or network configuration.

i. Provide prior notice to Sound of any change in the ownership or management control of Customer's business.

13. Governing Law; Dispute Resolution. These Terms & Conditions are to be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California. Any claim or controversy arising out of or relating to these Terms & Conditions must be submitted and settled as follows: A party alleging breach must inform the other party of such breach in writing. Upon receipt of such notice, the allegedly nonperforming party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, the dispute will be submitted to binding arbitration before the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules then in effect. The arbitration shall be conducted in San Diego, California. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages not available under these Terms & Conditions. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act.

14. Force Majeure. Sound shall not be liable for any damages or delays caused by or in any manner arising from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, any shortage of labor, fuel, power, materials or supplies, transportation delays, delays in deliveries by Sound's vendors or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Sound's control.

15. Notices. Any notice given under these Terms & Conditions will be deemed to be sufficiently given when sent in writing by first class U.S. Mail, postage prepaid, or by electronic transmission with confirmation of transmission by the transmitting equipment, to the parties at their respective addresses set forth herein or to such other address, facsimile number or e-mail address which may be subsequently designated by giving notice to the other party. The date of mailing or transmission of any notice hereunder will be deemed the date on which that notice has been given.

16. Waiver. No failure and no delay in exercising, on the part of any party, any right under these Terms & Conditions will operate

as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right. No course of dealing or course of performance may be used to evidence a waiver or limitation of Customer's obligations under these Terms & Conditions.

17. Assignment. Sound may assign its rights and obligations under these Terms & Conditions without Customer's consent. Customer may not assign its rights and obligations under these Terms & Conditions without the prior written consent of Sound; provided, however, that Customer may assign these Terms & Conditions without Sound's prior written consent to any person or entity that acquires all or substantially all of the assets of the Customer (whether by way of sale of stock, assets, merger or otherwise), provided that any such assignee shall deliver to Sound a written assumption of all obligations and liabilities of Customer under these Terms & Conditions. These Terms & Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. Headings. The article and section headings contained in these Terms & Conditions are inserted for convenience only and will not affect in any way the meaning or interpretation of these Terms & Conditions.

19. Severability. If any provision of these Terms & Conditions is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of these Terms & Conditions will remain in full force and effect.

20. Entire Agreement. These Terms & Conditions supersede, terminate, and otherwise void any and all prior written and/or oral agreements between the parties with respect to the Services. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of Sound. Sound may in its sole discretion modify these Terms & Conditions at any time and from time to time in its sole discretion.



**SECTION #3
EMERGENCY PURCHASES**

NOTE TO DEPARTMENTS: COMPLETE ITEMS MARKED WITH (▶)

▶ REQUISITION #: _____ P.O. #: _____ BCC DATE: _____

▶ ACQUISITION DATE (Date Order Is Placed): _____

▶ TITLE:	Zoo Radiology Equipment
▶ DESCRIPTION:	Emergency replacement of Zoo Miami Animal Hospital's Radiology equipment
▶ PURPOSE:	Critical for assessing animals for health concerns

▶ Department(s):	▶ Funding Source(s):	▶ Allocation(s):
		\$
*Parks, Recreation & Open Spaces	General Fund	\$ 120,000.00

▶ TERM OF CONTRACT:

One Two Three Four Five *Year(s)

_____ Month(s)

Contract Period From _____ to _____

Upon Completion * From _____ to _____

Upon Delivery * 30 Days A.R.O. (after Receipt of Order)

Special Conditions:

Insurance Type 1

Performance/Payment Bond

Certificate of Competency

Living Wage Applies

SBE	X None			Review Committee Date: _____,
Measures:	<input type="checkbox"/> Set Aside	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise	Item #: _____
	<input type="checkbox"/> Bid Preference	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise	
	<input type="checkbox"/> Goal	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise	

▶ Number of Price Quotation(s): Requested: 1 Received: 1

Awarded To Low Bidder: * YES NO, If "NO", provide explanation in the Comments section

Vendor: Sound Technologies	Vendor: _____
Vendor: _____	Vendor: _____

Contract Value: \$120,000.00

Did Local Preference affect the outcome of the Award?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, if "YES", provide detailed explanation in the "Comments" section
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UAP Included: __YES __NO	<ul style="list-style-type: none"> • Will CITT Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • Will Federal Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If UAP is not included, Attach written approval to waive UAP and provide an explanation in the "Comments" section
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SECTION #3
EMERGENCY PURCHASES

REQUISITION # _____
TITLE Zoo Radiology Equipment

► Justification and Comments:	The veterinary hospital at Zoo Miami has outdated, archaic diagnostic equipment that hinders the process of diagnosing and properly treating the collection animals. With the recent catastrophic malfunction of the analog radiology equipment, the veterinary department is now in the uncomfortable position of working without a crucial tool in the assessment of animal patients for routine, pre-shipment, and health-concerns based examinations. After contacting several colleagues from AZA accredited institutions, the Zoo's Senior Veterinarian has been able to determine the vendor Sound has the broadest and longest relationship in the zoo and aquarium field, having installed and supported digital units at the vast majority of participating institutions. Sound Technologies is the only known vendor capable of providing the specific equipment and support that suits the Zoo's specific needs while providing the required tools, training, and service.
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Background/Need to Know: _____
Potential Issues: _____

► **Signature(s):**

<u>William E. Solomon</u> Contact Person	_____ Date
<u>305-755-7873</u> Telephone	
_____ Department Director Approval	_____ Date

Department of Procurement Management Use Only

Signatures(s):

_____ Procurement Agent	_____ Date
_____ Procurement Supervisor	_____ Date
_____ Procurement Manager	_____ Date
_____ Division Director	_____ Date
_____ Director	_____ Date
_____ Vendor Assistance Section	_____ Date

SECTION #3
EMERGENCY PURCHASES

Attach: 1. Explanation of the emergency situation. 2. Written price quotation(s) including terms and conditions. 3. Vendor(s) Certificate of Insurance. 4. Copy of invoice(s).