Contract No. BW6636-0/18

DNA Testing Equipment, Supplies Maintenance and Training

THIS AGREEMENT made and entered into as of this 15th day of February 2014 by and between Life Technologies Corporation, a corporation organized and existing under the laws of the State of California, having its principal office at 5791 Van Allen Way, Carlsbad, CA 92008 (hereinafter referred to as the "Contractor"), and 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"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide DNA Testing Equipment, Supplies, Maintenance and Training for the Miami-Dade County Police Department on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this agreement and,

WHEREAS, the County desires to procure from the Contractor such services, equipment, and supplies for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price Schedule (Appendix B), 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 Life Technologies Corporation 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 "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.

h) The words "Extra Work" or "Additional Work" resulting in 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.

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

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

l) 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.

m) 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, and 2) Appendices to these terms and conditions (the Scope of Services and Price Schedule).

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 stated 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.

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
9105 NW 25th Street, Room 2154
Doral, Florida 33172
Attention: Stephanie Stoiloff
Phone: (305) 471-3037
Fax: (305) 471-2601
E-mail:sstoiloff@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

a) Life Technologies Corporation
5791 Van Allen Way
Carlsbad, CA 92008
Attention: Shelly Guerrero
Phone: (800) 955-6288, Extension 61358
Fax: (650) 638-5875

E-mail: shelly.guerrero@lifetech.com

and

b) Attention: Bids and Contracts
E-mail: bids contractservies@lifetech.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. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with 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 Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall be as indicated in Appendix B, Price Schedule, however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extensions 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 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), no

later that 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
Accounts Payables
9105 N.W. 25th Street, #3049
Miami, Florida 33172
Attention: Nicholas Santos

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

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.

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

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

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

The company must be rated no less than "B" as to management, and no less than "Class V" 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.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

a) 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.

b) Pursuant to Section 2-2092 of the County Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined by the County to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. 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 shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

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 County Ordinance No. 03-2, 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. 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, such consent shall not be unreasonably withheld by the County.

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.

~~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;

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; and

c) such other direct damages.

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

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

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. 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. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor

shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

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

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

ARTICLE 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 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda,

instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 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, religion, color, age, sex, national origin, sexual preference, disability or marital 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, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they 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 Program are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407.

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.

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: Wendy Jory	Name: Carlos Gimenez
Title: Pricing Leader	Title: Mayor
Date: 17 May 2013	Date: 10/9/13
Attest:	Attest:
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
– See Attached California Acknowledgement –	Assistant County Attorney

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

ACKNOWLEDGEMENT

On May 17, 2013, before me, Marlene J. Wilkie, Notary Public, State of California
(insert name and title of the officer)

personally appeared Wendy Jory, Pricing Leading for Life Technologies Corporation who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument, the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 MARLENE J. WILKIE COMM. #2010070 Notary Public - California San Diego County My Comm. Expires Mar. 7, 2017 NRO1

Signature: _____ (Seal)

APPENDIX A

SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

This contract is for the purchase of DNA Testing Supplies, Equipment, Training and Maintenance Services for current and future equipment.

The Contractor shall provide the required services on an "as needed" basis for the Miami-Dade Police Department (MDPD), as determined by the County. The County's Project Manager or designee will request services via telephone, e-mail, or fax. The type of service/equipment and the deadline for which those services are to be completed will be specified at time of the order.

2. SERVICES TO BE PROVIDED

A. HID Systems Equipment and Software Supplies

1. The Contractor shall provide equipment as required by the County. The equipment order shall be delivered to the County within the timeframe as specified by the County with each order. The Contractor shall pay for shipping and handling charges for the equipment.

2. The Contractor shall deliver parts and supplies to the County on an as needed basis. The Contractor shall pay for shipping and handling charges. The County reserves the right to modify the supplies list at any time during the term of this Contract including any extensions thereof.

B. HID Systems and Software Maintenance and Repair

The Contractor shall provide maintenance and repair for DNA testing equipment.

Contractor's maintenance plans are as follows:

(i) **Maintenance under Life Technologies Plan includes**:
   a) Parts, labor and travel for remedial repair and the number of planned maintenance visit(s) each year designated by Life Technologies Corporation for the instrument covered by the Plan.
   b) Telephone access to technical support, 8:00 AM to 5:00 PM (Pacific Standard Time), excluding holidays.
   c) Repair service response time shall be within 48 hours of initial request.

(ii) **Maintenance under Life Technologies Repair Performance Plan includes**:
   a) Parts, labor and shipping charges for remedial repair of instruments that can be repaired at a Life Technologies Depot Repair Center. The County will ship (at the Contractor's cost) the instrument to a Life Technologies Depot Repair Center.
   b) Telephone access to technical support, 8:00 AM to 5:00 PM, PM (Pacific Standard Time), excluding holidays.
   c) Repair shall be acknowledged within 48 hours of intial request. Repair shall be completed in good faith within a reasonable timeframe.

Exclusion:

Radioactive components are excluded. Instruments shipped to Life Technologies Depot Repair Center for repair with radioactive components will have the radioactive components replaced at Life Technologies Corporation then current prevailing rate, and any original radioactive components will be returned to MDPD.

The Contractor shall in good faith repair the equipment in a timely manner upon receiving the maintenance repair request from the County. The Contractor shall notify the County of any repair that exceeds seven (7) business days including the date that the County should receive the repaired equipment. Authorized Life Technologies Depot Repair Center technicians shall respond via telephone/fax/e-mail within 48 hours of initial request sent by the County. Maintenance shall be performed to meet accreditation standards of American Society of Crime Laboratory Directors (ASCLD).

The Contractor shall provide maintenance service, at a minimum, to all equipment covered in the Contractor's maintenance plans. The Contractor shall also provide additional visits at no additional cost to the County to repair/service equipment where a problem has been identified and reported to the Contractor and/or cannot be fixed via technical support through telephone.

The County reserves the right to add new maintenance plans to equipment. Additionally, the County reserves the right to purchase maintenance plans for new equipment that may be added at a later date to the Contract. The County may, at any time, discontinue the maintenance service for any or all equipment.

C. HID Systems and Software Training

The Contractor shall provide training and certify the County personnel in the use of equipment.

APPENDIX B
PRICE SCHEDULE

A. HID Systems Equipment and Software Supplies

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	5402	BUFFER,JAR 9ML	$124.00	2.0%	$121.52
1	5404	FTG,CAPILLARY	$65.00	2.0%	$63.70
1	7023	FTG,CAPILLARY PLUG	$51.00	2.0%	$49.98
1	310021	TAPE, .5IN YELLOW LAB MARKING	$9.22	2.0%	$9.04
1	402824	BUFFER (10X) WITH EDTA	$114.00	8.0%	$104.88
1	603796	ASSY,WASTE VIAL	$6.31	2.0%	$6.18
1	604042	ASSY,SYRINGE 2.5ML W/SEALS	$271.00	2.0%	$265.58
1	4303326	AMPFLSTR PROFILER PLUS PCR	$2,630.00	5.0%	$2,498.50
1	4303446	12 PAQ GOLD&12 PAQ DNTP BLEND	$2,265.00	31.0%	$1,562.85
1	4303456	AMPFLSTR PRFLR PLS MAN+FILTSET	$272.00	5.0%	$258.40
1	4303501	MNL,USERS PROFILER PLUS W/ CD	$265.00	5.0%	$251.75
1	4304470	ASSY,SYRINGE W/SEAL KLOEHN	$187.00	2.0%	$183.26
1	4304471	ASSY,SYRINGE W/SEAL KLOEHN	$97.00	2.0%	$95.06
1	4304982	CUSTOM TAILED PRIMER PAIR	$284.00	10.0%	$255.60
1	4305051	96WELL TRAY/RETAINER ADPTR/310	$65.00	2.0%	$63.70
1	4305246	AMPFLSTR COFILR PCR AMPLFCTION	$2,360.00	5.0%	$2,242.00
1	4305478	TAQ GOLD 250U W/TUBE & CAP	$570.00	31.0%	$393.30
1	4305479	TAQ GOLD 6X250U W/TUBE & CAP	$2,035.00	31.0%	$1,404.15
1	4305480	TAQ GOLD 12X250U W/PLATES	$1,832.00	31.0%	$1,264.08
1	4305547	GENETIC ANALYZER SEPTA STRIPS	$138.00	2.0%	$135.24
1	4305603	5X SEQUENCING BUFFER 5400 RXN	$2,211.00	16.0%	$1,857.24
1	4305605	5X SEQUENCING BUFFER 600 RXN	$298.00	16.0%	$250.32
1	4305932	10ML REAGENT TUBES	$38.00	26.0%	$28.12
1	4305936	2ML MICROCENTRIFUGE TUBES	$227.00	26.0%	$167.98
1	4305979	AMPFLSTR COFILER&PROFILER PLUS	$4,580.00	5.0%	$4,351.00
1	4306286	ARCHIVE TRAY COVER	$212.00	26.0%	$156.88
1	4306311	MICROAMP CLEAR ADHESIVE FILM,	$115.00	26.0%	$85.10
1	4306894	GA 10XPCR GLD BUFF&MGCL2,	$25.10	25.0%	$18.83
1	4306898	GA 10XPCR GLD BUFF&MGCL2,	$75.00	25.0%	$56.25
1	4307133	AMPFLSTR SGM + PCR AMPLFCATION	$2,640.00	5.0%	$2,508.00
1	4307175	DGTP BDT RR KIT	$1,133.00	16.0%	$951.72
1	4308207	GENEAMP GOLD RNA PCR CORE KIT	$421.00	25.0%	$315.75
1	4309131	9700 60W SAMPLE BLK MODULE	$2,295.00	0.0%	$2,295.00
1	4310982	96 WELL RNASE P INST VERIF	$578.00	20.0%	$462.40
1	4311806	AMPLITAQ GOLD 250U	$193.00	31.0%	$133.17
1	4311814	AMPLITAQ GOLD 6X250U	$1,008.00	31.0%	$695.52
1	4311816	AMPLITAQ GOLD 1000U	$720.00	31.0%	$496.80
1	4311818	AMPLITAQ GOLD 5X1000U	$2,680.00	31.0%	$1,849.20
1	4311820	AMPLITAQ GOLD 12X250U	$1,808.00	31.0%	$1,247.52
1	4312904	9700 ATLD DUAL 384W SMPLBLKMOD	$10,400.00	0.0%	$10,400.00
1	4313663	FG, OPTICAL ADHESIVE COVERS	$63.00	26.0%	$46.62
1	4313803	10PK KIT TQMN 1-STEP PCR	$6,970.00	20.0%	$5,576.00
1	4313939	KIT,VIC MATRIX STANDARD	$38.64	15.0%	$32.84
1	4311971	FG,OPTICAL ADHESIVE COVERS	$206.00	26.0%	$152.44
1	4312063	96-WELL SPLASH FREE SUPPORT	$73.00	26.0%	$54.02

APPENDIX B
PRICE SCHEDULE

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	4312131	KIT,MATRIX STANDARD SET DS-32	$105.00	16.0%	$88.20
1	4313950	MICROAMP MULTI REMOVAL TOOL	$17.59	26.0%	$13.02
1	4314320	TF,ADHESIVE OPTICAL COVERS	$812.00	26.0%	$600.88
1	4314443	9700 GOLD 60W SMPL BLK MOD	$3,450.00	8.0%	$3,174.00
1	4315930	CAPILLARY ARRAY 16 X 50CM	$994.00	2.0%	$974.12
1	4315931	FG,CAPILLARY ARRAY	$994.00	2.0%	$974.12
1	4315932	SEPTA STRIP,BUFFER TRAY	$204.00	2.0%	$199.92
1	4315933	SEPTA STRIP,96 WELL TRAY	$367.00	2.0%	$359.66
1	4315934	SEPTA STRIP,384 WELL TRAY	$684.00	2.0%	$670.32
1	4315974	3100/3130 MATRIX STD SET DS-01	$132.00	15.0%	$112.20
1	4316144	3100/3130 GENESCAN INSTALL	$236.00	15.0%	$200.60
1	4316471	96WELL PLATE 3100/3130 SERIES	$428.00	2.0%	$419.44
1	4316567	FG,TUBE 8-STRING OPTICAL	$98.00	26.0%	$72.52
1	4318159	MATRIX STD SET DS-33	$298.00	15.0%	$253.30
1	4319898	CAPILLARY ARRAY 16 X 22CM	$994.00	2.0%	$974.12
1	4319899	CAPILLARY ARRAY 16 X 80CM	$994.00	2.0%	$974.12
1	4322288	AMPFLSTR IDENTIFILER PCR KIT	$3,665.00	5.0%	$3,481.75
1	4322317	DS-32 3700 MATRIX STD	$374.00	15.0%	$317.90
1	4322682	GENESCAN-500(LIZ) SIZE STD KIT	$418.00	15.0%	$355.30
1	4323032	FG,OPTICAL CAP (8 CAPS/STRIPS)	$102.00	26.0%	$75.48
1	4323050	MATRIX STD SET DS-02	$304.00	15.0%	$258.40
1	4326659	TF,96-WELL OPTICAL PLATE BULK	$2,635.00	26.0%	$1,949.90
1	4328895	FG,7000 SPECTRAL DYE CALIB KIT	$934.00	20.0%	$747.20
1	4330284	AMPFLSTR PROFILER PLUS ID PCR	$2,835.00	5.0%	$2,693.25
1	4330397	DS-33 GENESCAN INSTALLATION	$367.00	15.0%	$311.95
1	4330621	AMPFLSTR COFILR + PROFILR PLUS	$4,580.00	5.0%	$4,351.00
1	4331831	UPGRADE 3730-3730XL 36CM ARRAY	$76,110.00	2.0%	$74,587.80
1	4334869	PLATE,SEPTA RETAINER 96 WELL	$47.33	2.0%	$46.38
1	4334873	PLATE,SEPTA BASE 96 WELL	$69.00	2.0%	$67.62
1	4338069	UPGRADE 3730-3730XL 50CM ARRAY	$76,110.00	2.0%	$74,587.80
1	4338856	TF,AMPLITAQ GOLD LD 250U KIT	$233.00	31.0%	$160.77
1	4338857	TF,AMPLITAQ GOLD LD 1000U KIT	$838.00	31.0%	$578.22
1	4338859	FG,AMPLITAQ GOLD LD 250U KIT	$228.00	31.0%	$157.32
1	4338863	FG,AMPLITAQ GOLD LD 1000U KIT	$880.00	31.0%	$607.20
1	4343895	QUANTIFILER HUMAN DNA KIT	$1,083.00	5.0%	$1,028.85
1	4343906	QUANTIFILER Y CHROMOSOME KIT	$1,083.00	5.0%	$1,028.85
1	4349180	FG,7500 SPECTRAL DYE CAL KIT	$894.00	20.0%	$715.20
1	4349182	FG,7300 SPECTRAL DYE CAL KIT	$868.00	20.0%	$694.40
1	4351402	ASSY,96-WELL BLOCK UPGRADE	$5,950.00	3.0%	$5,771.50
1	4352755	3130 POP-4TM POLYMER	$514.00	8.0%	$472.88
1	4352757	3130 POP-6TM POLYMER	$514.00	8.0%	$472.88
1	4352759	3130 POP-7TM POLYMER	$514.00	8.0%	$472.88
1	4357354	KIT,UPGRADE AVANT TO 3130XL	$95,800.00	2.0%	$93,884.00
1	4357355	KIT,UPGRADE 3130 TO 3130XL	$74,700.00	2.0%	$73,206.00
1	4358351	JAR,BUFFER 16ML	$148.00	2.0%	$145.04
1	4359513	AMPFLSTR YFILR PCR AMPLIFICATN	$3,015.00	5.0%	$2,864.25
1	4359571	KIT,UPG 3100 TO 3130XL W/COMPR	$33,990.00	2.0%	$33,310.20
1	4362143	7500 FAST REALTIME PCR UPGRADE	$10,510.00	3.0%	$10,194.70

APPENDIX B
PRICE SCHEDULE

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	4363752	3130 POP-4	$191.00	8.0%	$175.72
1	4363783	3130 POP-603.5ML	$191.00	8.0%	$175.72
1	4366589	GENESCAN-600 LIZ SIZE STD KIT	$404.00	8.0%	$371.68
1	4367468	PLATE KIT,96-WELL FAST 31XX	$465.00	2.0%	$455.70
1	4373872	MINIFILER PCR AMPLIFICATION	$3,810.00	5.0%	$3,619.50
1	4379590	FG,96-WELL SUPPORT BASE	$70.00	26.0%	$51.80
1	4379874	GA 10X PCR GOLD BUFF & MGCL2,	$165.00	25.0%	$123.75
1	4379876	FG,10X PCR BUFFER I, 2 X 75ML	$177.00	25.0%	$132.75
1	4379878	10X PCR BUFFER II & MGCL2,	$300.00	25.0%	$225.00
1	4387746	QUANTIFILER DUO DNA QUANT. KIT	$1,564.00	5.0%	$1,485.80
1	4392353	PREPFILER MANUAL KIT	$455.00	8.0%	$418.60
1	4392852	PREPFILER MANUAL W/PLASTICS	$626.00	8.0%	$575.92
1	4393135	PREPFILER AUTO KIT W/O PLASTCS	$2,890.00	8.0%	$2,658.80
1	4397977	PREPFILER AUTO KIT W/ PLASTICS	$4,545.00	8.0%	$4,181.40
1	4427368	IDENTIFILER PLUS KIT	$3,575.00	3.0%	$3,467.75
1	6250500	RETAINER,BUFFER/WATER/WASTE	$48.72	2.0%	$47.75
1	6250501	RESERVOIR,BUFFER/WATER/WASTE	$29.40	2.0%	$28.81
1	6250502	PLATE BASE WATER AND WASTE	$56.00	2.0%	$54.88
1	6250503	RESERVIOR,CAP	$29.40	2.0%	$28.81
1	6250504	PLATE BASE BUFFER	$508.00	2.0%	$497.84
1	6280163	RESERVOIRS,BUFFER/WATER WASTE	$55.00	2.0%	$53.90
1	6280165	ARRAY, SLEEVE PEEK	$86.00	2.0%	$84.28
1	6283214	RULER,ARRAY CALIBRATION 3100	$95.00	2.0%	$93.10
1	6283730	KNOB,ARRAY 3100	$155.00	2.0%	$151.90
1	6283731	SYRINGE,GLASS 5.0 ML W.FITTING	$312.00	2.0%	$305.76
1	6283732	ASSY,TUBING FOR POLYMER BLOCK	$100.00	2.0%	$98.00
1	AM10050	96 WELL MAGNETIC-RING STAND	$606.00	8.0%	$557.52
1	N8010531	MICROAMP 96-WELL SUPPORT BASE	$61.00	26.0%	$45.14
1	N8010533	MICROAMP RXN TUBES W/O CAPS,	$225.00	26.0%	$166.50
1	N8010534	MICROAMP CAPS, 12 CAPS/STRIP	$86.00	26.0%	$63.64
1	N8010535	MICROAMP CAPS, 8 CAPS/STRIP	$86.00	26.0%	$63.64
1	N8010537	THIN-WALL RXN TUBES W/DOME CAP	$308.00	26.0%	$227.92
1	N8010540	MICROAMP RXN TUBES WITH CAP,	$116.00	26.0%	$85.84
1	N8010541	9600/9700 MICROAMP TRAY	$47.90	26.0%	$35.45
1	N8010560	MICROAMP 96-WELL RXN PLATE -	$63.00	31.0%	$43.47
1	N8010580	MICROAMP 8-STRIP RXN TUBES,	$107.00	31.0%	$73.83
1	N8010611	AUTOCLAVED THIN-WALLED RXN	$180.00	26.0%	$133.20
1	N8010612	AUTOCLAVED RXN TUBES W/ CAP,	$233.00	26.0%	$172.42
1	N8010737	THIN-WALL RXN TUBE W/ FLAT CAP	$110.00	26.0%	$81.40
1	N8010833	MICROAMP COLOR RXN TUBES	$121.00	26.0%	$89.54
1	N8010835	MICROAMP COLOR CAPS,	$93.00	26.0%	$68.82
1	N8011540	BULKPACK MICROAMP RXN TUBES	$1,032.00	26.0%	$763.68
1	N8010838	MICROAMP 8-STRIP COLOR RXN	$109.00	26.0%	$80.66
1	N8010840	MICROAMP COLOR RXN TUBE W/CAPS	$124.00	26.0%	$91.76
1	N8010933	MICROAMP OPTICAL TUBES W/O CAP	$261.00	26.0%	$193.14

APPENDIX B
PRICE SCHEDULE

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	N8011533	PREPACKAGED MICROAMP REACTION	$1,018.00	26.0%	$753.32
1	N8011534	BULKPACK MICROAMP CAPS,	$346.00	26.0%	$256.04
1	N8011535	BULKPACK MICROAMP CAPS,	$336.00	26.0%	$248.64
1	N8050251	96W SLVR SMPL BLK MOD	$3,165.00	8.0%	$2,911.80
1	N8050400	9700 DUAL 384W SMPL BLK MOD	$8,120.00	0.0%	$8,120.00
1	N8080137	HYBRIDIZATION TRAY RETAINER	$135.00	25.0%	$101.25
1	N8080138	STOFFEL FRAGMENT SIX PAQ	$1,132.00	25.0%	$849.00
1	N8080143	GENEAMP RNA PCR CORE KIT	$364.00	25.0%	$273.00
1	N8080150	AMPLIWAX PCR GEM 50	$119.00	25.0%	$89.25
1	N8080152	12 PAQ ATAQ + BUFFER I	$1,104.00	31.0%	$761.76
1	N8080153	12 PAQ ATAQ + BUFFER II	$1,104.00	31.0%	$761.76
1	N8080155	ATAQ 5000 + BUFFER I	$1,760.00	31.0%	$1,214.40
1	N8080156	ATAQ 5000 + BUFFER II	$1,760.00	31.0%	$1,214.40
1	N8080157	ATAQ LD + BUFFER I	$190.00	31.0%	$131.10
1	N8080158	ATAQ LD + BUFFER II	$190.00	31.0%	$131.10
1	N8080160	AMPLITAQ 250 UNIT VIAL-FRZN	$110.00	31.0%	$75.90
1	N8080161	ATAQ 250 + BUFFER II	$111.00	31.0%	$76.59
1	N8080166	SIX PAQ ATAQ + BUFFER I	$596.00	31.0%	$411.24
1	N8080167	SIX PAQ ATAQ + BUFFER II	$596.00	31.0%	$411.24
1	N8080171	ATAQ 1000 & BUFFER I	$458.00	31.0%	$316.02
1	N8080172	ATAQ 1000 & BUFFER II	$440.00	31.0%	$303.60
1	N8080178	RTTH DNA POLYMERASE+EZ BUFFER	$333.00	25.0%	$249.75
1	N8080179	GENEAMP EZ WITH RNA PCR KIT	$498.00	25.0%	$373.50
1	N8080185	TF,ATAQ 25000 + BUFFER I	$6,000.00	31.0%	$4,140.00
1	N8080186	TF,ATAQ 25000 + BUFFER II	$6,000.00	31.0%	$4,140.00
1	N8080187	RTTH DNA POLYMERASE, XL	$322.00	25.0%	$241.50
1	N8080188	SIX PAQ,RTTH DNA POLYMERASE,XL	$1,668.00	25.0%	$1,251.00
1	N8080192	GENEAMP XL PCR KIT (50 RXN)	$278.00	25.0%	$208.50
1	N8080193	GENEAMP XL PCR KIT (100 RXN)	$526.00	25.0%	$394.50
1	N8080236	TAQMAN EZ RT-PCR CORE RGNTS	$906.00	20.0%	$724.80
1	N8080240	AMPLITAQ GOLD 25OU BUFFER I	$197.00	31.0%	$135.93
1	N8080241	AMPLITAQ GOLD 25OU BUFFER II	$197.00	31.0%	$135.93
1	N8080242	6PAQ TAQ GOLD 6X25OU BUFFER I	$1,038.00	31.0%	$716.22
1	N8080243	6PAQ TAQ GOLD 6X25OU BUFFER II	$1,038.00	31.0%	$716.22
1	N8080244	12PAQ TAQ GOLD 12X25OU BUF I	$1,846.00	31.0%	$1,273.74
1	N8080247	AMPLITAQ GOLD 1000U BUFFER II	$766.00	31.0%	$528.54
1	N8080245	12PAQ TAQ GOLD 12X25OU BUFF II	$1,846.00	31.0%	$1,273.74
1	N8080246	AMPLITAQ GOLD 100OU BUFFER I	$766.00	31.0%	$528.54
1	N8080248	AMPLITAQ GOLD 5X100OU BUFFER I	$2,845.00	31.0%	$1,963.05
1	N8080249	AMPLITAQ GOLD 5X1000U BUF II	$2,845.00	31.0%	$1,963.05
1	N8080258	5PAQ TAQ GOLD 5X5X1000U BFR I	$12,860.00	31.0%	$8,873.40
1	N8080259	5PAQ TAQ GOLD 5X5X1000U BFR II	$12,860.00	31.0%	$8,873.40
1	N8080260	FG,DNTP MIX W/DTTP,1ML,10MM	$58.50	35.0%	$38.03
1	N8080261	FG,DNTP MIX W/DTTP,1ML,100MM	$455.00	35.0%	$295.75
1	4404683	3500 Capillary Array (36 cm)	$1,275.00	0.00%	$1,275.00
1	4404687	3500xl Capillary Array (36 cm)	$1,700.00	0.00%	$1,700.00

APPENDIX B
PRICE SCHEDULE

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	4393710	3500 POP-4 Polymer (960 samples)	$485.00	0.00%	$485.00
1	4393715	3500 POP-4 (384 samples)	$192.00	0.00%	$192.00
1	4412619	Polymer Pouch Cap	$15.93	0.0%	$15.93
1	4393927	Anode Buffer Container (ABC)	$108.00	0.0%	$108.00
1	4408256	Cathode Buffer Container (CBC)	$149.00	0.0%	$149.00
1	4410715	Septa Cathode Buffer Container 3500 Series	$346.00	0.0%	$346.00
1	4393718	Conditioning Reagent 3500 Series	$26.63	0.0%	$26.63
1	4440753	Hi-DI Formamide (5ml)	$61.00	0.0%	$61.00
~~1~~	~~4345833~~	~~Matrix Standard Set DS-33 3500 Series (6-FAM, VIC, NED, PET, LIZ dyes)~~	~~$142.00~~	~~0.0%~~	~~$142.00~~
1	4408399	GeneScan 600 LIZ v2.0 Size Standard 3500 Series	$393.00	0.0%	$393.00
1	4310899	9700 60W GENEAMP PCR SYS	$8,280.00	0.0%	$8,280.00
1	4314878	9700 GOLD 96W GENEAMP PCR SYS	$9,010.00	8.0%	$8,289.20
1	4314879	9700 ALUM 96W GENEAMP PCR SYS	$8,010.00	8.0%	$7,369.20
1	4343176	9700 DUAL 96W GENEAMP PCR SYS	$13,590.00	0.0%	$13,590.00
1	4351104	7500 RT PCR SYS,LAPTOP,SVC INS	$42,500.00	3.0%	$41,225.00
1	4351105	7500 RT PCR SYS,TOWER,SVC INST	$42,500.00	3.0%	$41,225.00
1	4351106	7500FST REALTIME PCR SYS,LAPTP	$49,900.00	3.0%	$48,403.00
1	4351107	7500FST REALTIME PCR SYS,W/TWR	$49,900.00	3.0%	$48,403.00
1	4352604	9800 FAST THERMCYCLER AL BLOCK	$9,000.00	0.0%	$9,000.00
1	4359659	2720 GENEAMP THERMAL CYCLER	$4,580.00	0.0%	$4,580.00
1	3730S	AB 3730,48 CAP DNA ANALYZER	$276,200.00	2.0%	$270,676.00
1	3730XL	AB 3730XL,96 CAP DNA ANALYZER	$394,800.00	2.0%	$386,904.00
1	N8050001	9700 96W SLVR GENEAMP PCR SYS	$8,730.00	8.0%	$8,031.60
1	N8050002	9700 DUAL 384W GENEAMP PCR SYS	$13,590.00	8.0%	$12,502.80
1	N8050200	9700 GENEAMP PCR SYS BASE MOD	$5,750.00	8.0%	$5,290.00
1	4479707	SW,GMID-X FULL V1.4	$20,400.00	0.0%	$20,400.00
1	4479708	SW, GMID-X V1.4, 5-CLIENT	$40,800.00	0.0%	$40,800.00
1	4479709	SW,GMID-X V1.4, 10-CLIENT	$71,400.00	0.0%	$71,400.00
1	4479710	SW,UPGRADE GMID-X CLIENT V1.4	$2,500.00	0.0%	$2,500.00
1	4479711	SW,GMID-X CLIENT V1.4	$10,200.00	0.0%	$10,200.00
1	4479715	SW,UPGRADE GMID-X FULL V1.4	$5,000.00	0.0%	$5,000.00
1	4406017	3500 Genetic Analyzer for Human Identification	$110,000.00	0.0%	$110,000.00
1	4406016	3500xl Genetic Analyzer for Human Identification	$181,500.00	0.0%	$181,500.00
1	4479071	Verity Thermal Cycles HID 2.0 ml	$7,995.00	8.0%	$7,355.40

APPENDIX B
PRICE SCHEDULE

B. HID Systems and Software Maintenance

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	SC7000, ZG11	7000 Instrument AB Assurance 1PM Service Plan, annual price	$5,881.00	5.0%	$5,586.95
1	SC7500, ZG11	7500 Instrument AB Assurance 1PM Service Plan, annual price	$4,895.00	5.0%	$4,650.25
1	SC3130-16, ZG11	3130-16 Instrument AB Assurance 1PM Service Plan, annual price	$14,376.00	5.0%	$13,657.20
1	SC9700-96WELL, ZG03	9700 96-well Instrument, AB RC Support Service Plan, annual price	$624.00	5.0%	$592.80

C. HID Systems and Software Training

Quantity	SKU #	Description	2013 List Price (LP) US ACAD	Discount off US ACAD (LP)	Net price
1	TRN00051	(HID280)HID EVOLUTION TRAINING	$5,252.00	0.0%	$5,252.00
1	TRN00080	ADVANCED GMID-X TRAINING	$4,201.60	0.0%	$4,201.60
1	TRN00085	ADVANCED GMID-X TRAINING	$4,327.85	0.0%	$4,327.85
1	TRN00087	FORENSIC DNA ANALYSIS - 31XX	$4,327.85	0.0%	$4,327.85
1	TRN00088	FORENSIC DNA ANALYSIS - 31XX	$4,327.85	0.0%	$4,327.85
1	TRN00095	PREPFILER AND DNA EXTRACTION	$4,201.60	0.0%	$4,201.60
1	TRN00096	MITOCHONDRIAL SEQUENCING (HID)	$4,201.60	0.0%	$4,201.60
1	TRN00097	(HID310) ADVANCED HID TRAINING	$4,201.60	0.0%	$4,201.60
1	TRN00098	ADVANCED HID TROUBLESHOOTING	$4,201.60	0.0%	$4,201.60
1	TRN00099	HID UNIVERSITY CERTIFICATION	$5,252.00	0.0%	$5,252.00
1	TRN00101	MITOCHONDRIAL SEQUENCING (HID)	$4,201.60	0.0%	$4,201.60
1	TRN00103	(HID310) ADVANCED HID TRAINING	$4,201.60	0.0%	$4,201.60
1	TRN00104	ADVANCED HID TROUBLESHOOTING	$4,201.60	0.0%	$4,201.60
1	TRN00105	(HID280)HID EVOLUTION TRAINING	$5,252.00	0.0%	$5,252.00
1	TRN00106	INTRO TO HUMAN IDENTIFICATION	$521.16	0.0%	$521.16

Notes:

1. Discount percentages offered shall remain firm and fixed for the term of the contract, including any extensions periods thereof.

2. Contractor shall provide the County the latest list price once a year. The price list shall be effective thirty (30) days after it is submitted by the Contractor.

3. The County reserves the right to add supplies, training, maintenance and/or equipment to the list price at its sole discretion. Pricing and discount offered for any additional supplies, training, maintenance and/or equipment shall be negotiated.

Miami-Dade County
Internal Services Department
Procurement Management Division

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: BW6636-0/18 **Federal Employer Identification Number (FEIN):** 33-0373077

Contract Title: DNA TESTING EQUIPMENT, SUPPLIES MAINTENANCE AND TRAINING

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

KRISTA EISENBEISZ — Printed Name of Affiant
SR. ASSOCIATE PARALEGAL — Printed Title of Affiant
Krista Eisenbeisz — Signature of Affiant

LIFE TECHNOLOGIES CORPORATION — Name of Firm
June 24, 2013 — Date

5791 VAN ALLEN WAY, CARLSBAD — Address of Firm
CALIFORNIA — State
92008 — Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

please see attached — Signature of Notary Public
Serial Number

Print or Stamp of Notary Public
Expiration Date
Notary Public Seal

Revised 1/12/12

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On June 24, 2013 (Date) before me, S. Colton, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Krista Eisenberg (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) (~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

S. COLTON
Commission # 1889058
Notary Public - California
San Diego County
My Comm. Expires Jun 9, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: S Colton (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Affirmation of Vendor Affidavit

Document Date: June 24, 2013 Number of Pages: page 1 of a 3 page doc

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Krista Eisenberg

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Life Technologies Corp.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

Life Technologies does not intend to use any subcontractors.

☒ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Kristin Eisenberg
Signature

June 24, 2013
Date

MIAMI-DADE COUNTY

BID NO.: *

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent LIFE TECHNOLOGIES CORPORATION FEIN # 33-0373077

Project/Contract Number BW6636-018 - DNA TESTING EQUIPMENT

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
NONE																	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Nativ e Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Nativ e Alaskan	Other
NONE																	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent: Krista Eisenbeiz

Print Name: KRISTA EISENBEIZ

Print Title: Sr. Associate Paralegal

Date: June 24, 2013

SUB 100 Rev. 6/12