CHARLES DEERING ESTATE - SERVICES TO FIRE ALARM SYSTEMS
Contract No. BW9848-0/16

THIS AGREEMENT made and entered into as of this 21st day of October 2015 by and between SimplexGrinnell LP, a corporation organized and existing under the laws of the State of Massachusetts, having its principal office at 50 Technology Drive, Westminster, MA, 01441 (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 all operations in connection with the upgrade of 6 (six) fire alarm systems/units located within Charles Deering Estate. All operations including but are not limited to: the purchase of parts and components, installation, programming, testing, certification, maintenance, monitoring, labor, professional services, fiber optics, drawings, trench work, troubleshooting, and permit fees per the Scope of Services and Inventory of Equipment listed in (Appendix A); and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and

WHEREAS, the County desires to procure from the Contractor all operations in connection with the upgrade of all existing fire alarm systems inclusive of the maintenance and monitoring of the replacement system which will be located at Charles Deering Estate, 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 and Inventory of Equipment (Appendix A), Price and Payment Schedule (Appendix B), and all other attachments 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 SimplexGrinnell LP 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" to mean additions 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.

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

k) 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.

l) The words "additional services" or "additional work" to mean any unanticipated services not listed in Appendix A – Scope of Services and Inventory of Equipment, Section 2, but that may be necessary during the term of contract in order to maintain the equipment at its maximum capacity, reliability and efficiency.

m) Runner service refers to a service provided by the Contractor at the protected premises, including resetting and silencing of all equipment transmitting fire alarm or supervisory signals to an off-premises location and the restoration or repair of the fire alarm system.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these Terms and Conditions, 2) the Scope of Services and Inventory of Equipment (Appendix A), 3) Price and Payment Schedule (Appendix B), and any associated addenda and attachment thereof.

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

ARTICLE 5. CONTRACT TERM

The County anticipates awarding a contract for the purchase of parts and components, installation, programming, testing, certification, maintenance, monitoring, labor, professional services, fiber optics, drawings, trench work, troubleshooting, and permit fees for a five (5) year period, at the County's sole discretion. The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through the last day of the 60th month or until all services to be performed pursuant to the scope of service and in effect at the end of the stated time period are completed by contractor and accepted by the County, whichever may be later. 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, 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 Parks, Recreation, & Open Spaces
Charles Deering Estate
16701 SW 72nd Avenue
Miami, FL 33157
Attention: Jennifer Tisthammer
Phone: (305) 235-1668
E-mail: tistj@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-2363
Fax: (305) 375-2316

(2) To the Contractor

a) to the local office:

SimplexGrinnell LP
10550 Commerce Parkway
Miramar, FL 33025-3913

Attention: John Di Toro
Phone: 954-431-3700
Fax: 954-435-6650
E-mail: jditoro@simplexgrinnell.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. PRICE AND PAYMENT FOR SERVICES

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 Services to be performed under this Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be as specified in Appendix B – Price and Payment Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. The County shall have no obligation to pay the Contractor any additional sum in excess of these amounts, except for changes and/or modifications to the Contract, which are 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. 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 (per Appendix B – Price and Payment Schedule) to the Services as outlined throughout this agreement.

a) PHASED PAYMENTS FOR TURN-KEY PROJECT

The County shall provide partial payments during various phases of the work assignment. The table listed below indicates that phases in which the County will inspect the goods provided and/or services rendered and the percentage payment for these goods and/or services.

Item #	Description Services	Percentage (%) of Payment	Timeline
1.	PO Cut	10% (Deposit)	10/1/2015
2.	Design/Drawing Completed	10%	11/2/2015
3.	Permits	5%	11/16/2015
4.	Equipment delivered to the County	30%	12/15/2015
5.	Equipment - Installation & Functional	30%	1/19/2015
6.	Test and Certify System	15%	2/1/2015

TURN-KEY PROJECT TOTAL: $105,000.00

The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information defined above in the Appendix A, the time and materials provided to the County. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment.

b) PERIODIC PAYMENTS FOR ON-GOING SERVICES

1. HOURLY RATES FOR SERVICE CALLS & MONTHLY MONITORING CHARGES

The hourly rates and monthly monitoring charges proposed in Appendix B, Price and Payment Schedule shall remain fixed and firm for the term of the contract however, the Contractor may offer discounts to the County.

The Contractor may bill the County periodically, but not more than once per month. All invoices shall be taken from the books of account kept by the Contractor, 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 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 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, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

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 Parks, Recreation, & Open Spaces

Charles Deering Estate
16701 SW 72nd Avenue
Miami, FL 33157
Attention: Jennifer Tisthammer
Phone: (305) 235-1668

The County may at any time designate a different address and/or contact person by giving written notice to the other party. The County shall only issue payment for on-going services approved by a department representative.

ARTICLE 9. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials (except where recycled content is specifically requested) supplied by the Contractor shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the materials maybe returned to the Contractor, at the Contractor's expense.

ARTICLE 10. WARRANTY SHALL BE ONE (1) YEAR MINIMUM

A. Type of Warranty Coverage Required

The Contractor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products and/or services from another vendor and charge the Contractor for any additional costs that are incurred by the County for the services and/ or items; either through a credit memorandum or through invoicing.

ARTICLE 11. ADDITIONAL SERVICES

The County may request extra services, or additional work as defined in Article 1 of the Contract during the term of the contract. All extra services or additional work performed under this contract outside the scope of services mentioned in Appendix A – Section 2 will be paid upon an additional quote approval.

ARTICLE 12. FINAL ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Contractor provided product is determined to not meet the specifications and requirements of this contract, either prior acceptance or upon initial inspection, the item will be returned, at Contractor's expense, to the Contractor. At the County's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the

County under this clause.

ARTICLE 13. UNAUTHORIZED WORK

Neither the Contractor nor any of their employees shall perform any work other than the work that is defined herein. The County representative may permit specific exceptions to the provisions of this paragraph when such permission is given in writing. The Contractor shall not be paid for any work performed outside the scope of the contract or any work otherwise unauthorized.

ARTICLE 14. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

OR

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

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

certificate of insurance as follows:

Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 15. HISTORICAL PRESERVATION OF SITE

The Contractor is hereby notified that all or part of the buildings included in Appendix A are designated Historical in nature and as such great care shall be exercised when working in these spaces. The Contractor shall, prior to digging, breaking ground, creating any new penetration or altering any existing penetration thru, around or onto any existing surface, shall first discuss and secure written approval from the Charles Deering Estate Director or their designee. Any surface that is disrupted, altered, and/or damaged as a result, shall be restored as deemed acceptable by the Deering Estate Director or their designee.

ARTICLE 16. 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 perform 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, 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 17. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. Each employee shall have and wear proper identification.

ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all services under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the 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 services, and in all respects the Contractor's relationship and the relationship of its employees to 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 19. 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.

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 20. 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 21. QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in (Appendix A) Scope of Services. The Contractor and its suppliers, shall retain all documents relevant to the Services furnished under this Agreement for a period of no less than three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 22. AUDITS

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

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

ARTICLE 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 Services.

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 Services, 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 Services or be unlawful.

ARTICLE 31. 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 32. 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 33. 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 34. 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 35. 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. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession,

custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 36. 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 services in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

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

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

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

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

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the services 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 services 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 37. 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 38. 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 or supplies, 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 39. 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 Services 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 40. 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 41. 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 42. 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 43. FIRST SOURCE HIRING REFERRAL PROGRAM

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

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

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 45. 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: ERNIE A. CEVALLOS	Name: Carlos A. Gimenez
Title: SEN. MGR.	Title: Mayor
Date: 10/7/15	Date: 10/21/15
Attest: MARGARITA VAZQUEZ Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency Assistant County Attorney

MARGARITA VAZQUEZ
MY COMMISSION # FF 065084
EXPIRES: October 21, 2017
Bonded Thru Notary Public Underwriters

APPENDIX A
Scope of Services and Inventory of Equipment

1. BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," is contracting with Simplex Grinnell LP, hereinafter referred to as "Contractor" for the purchase of all operations in connection with the upgrade of 6 (six) fire alarm systems/units located within Charles Deering Estate. All operations including, but are not limited to: the purchase of parts and components, installation, programming, testing, certification, maintenance, monitoring, labor, professional services, fiber optics, drawings, trench work, troubleshooting, and permit fees. The six (6) locations whose firm alarm panels will be upgraded are as follows:

1) Charles Deering Estate: Stone House & Richmond Building
2) Charles Deering Estate: Visitor Center
3) Charles Deering Estate: Power House
4) Charles Deering Estate: Pump House
5) Charles Deering Estate: Maintenance Building
6) Charles Deering Estate: Carriage House

2. TURN-KEY SERVICES TO BE PROVIDED

The Contractor shall provide the following services to include, but not limited to:

A. The Contractor shall remove and dispose of all systems, units, and/or parts that are obsolete, no longer supported by manufacturer, or do not meet current code requirements.
B. The Contractor will install, program, wire, test, inspect, and certify the system(s) function.
C. The Contractor's scope of work shall be installed in accordance to Chapter 633, Florida Statutes, the Florida Fire Prevention Code, the Florida Administrative Code Rule 69A-48, Rule 69A-60, NFPA 72 and NFPA 101 standards. The final say on how the code is enforced and/or interpreted will rest with the authority having jurisdiction.
D. The Contractor includes Test & Inspections, and Sealed Engineered Drawings. The Contractor will test, inspect, and certify the system's functional operation with the authorities having jurisdiction.
E. The Contractor will perform fiber cable runs, if necessary to insure a completely integrated fiber network with all panels being upgraded.
F. The Contractor will conduct a site survey to mark and update their existing drawings in order to pull a permit.
G. Upon final inspection should any additional equipment or inspections be required by the local authorities having jurisdiction, an additional quote will be forwarded to the County for approval before any changes are made.
H. The Contractor shall remove all unusable materials and debris from the premises at the end of each workday, and dispose of such material in an appropriate manner. Upon final completion, The Contractor shall thoroughly clean up all areas where work has been performed.
I. The Contractor shall provide basic equipment operational training to be conducted at Charles Deering Estate throughout the duration of this Agreement. The Contractor shall be required to provide supplemental training, if any when necessitated, by any changes or adjustments to the hardware and/or software.

All services shall be performed Monday through Friday between the hours of 8:00 A.M. through 5:00 P.M., excluding County observed holidays. No nights, Holidays or weekend man-hours are spoken to in the provided scope of services.

CHARLES DEERING ESTATE: STONE HOUSE & RICHMOND BUILDING			
Item No.	Model No.	Description	Quantity
1	4100-9311	4100 ES STONE HOUSE BLDG EPS MASTER CONTROLLER 120V	1
2	2975-9443	3 BAY BB/GDOOR/DRESS PNL RED	1
3	2975-9449	3 BAY BOX & SOLID DOOR RED	1
4	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
5	2081-9276	BATTERY 33AH	2
6	4090-9001	SUPERVISED IAM	20
7	4090-9118	RLY IDNET 2 IAM W/T SENSE	1
8	4090-9002	RELAY IAM	3
9	2088-9032	RELAY SPDT W/LED MR-801/T	1
10	4099-9004	STAION-LED, SA ADDR	7
11	4098-9733	HEAT SENSOR	16
12	4098-9714	PHOTO SENSOR	36
13	4098-9792	SENSOR BASE	52
14	4906-9251	MC TRUEALAERT S/V WALL MT RED	20
15	49VO-WRF	VO WALL RED FIRE	22
16	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1
17	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
18	4081-9008	EOL, 10K 1/2W	50
19	4081-9004	EOL, 6.8K 1/2W	25
20	DPIM	MISC. MATERIALS	1

CHARLES DEERING ESTATE: VISITOR CENTER			
Item No.	Model No.	Description	Quantity
1	4010-9402	4010ES FACP 120V PLATINUM	1
2	2081-9274	BATTERY 10AH	2
3	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1
4	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
5	4099-9004	STATION-LED, SA ADDR	5
6	4098-9756	DUCT SENSOR HOUSING-4 WIRE	2
7	4098-9856	SAMPLING TUBE 49", PLASTIC	2
8	2098-9806	REMOTE TEST STATION	2
9	4098-9733	HEAT SENSOR	1
10	4098-9714	PHOTO SENSOR	14
11	4098-9792	SENSOR BASE	15
12	4906-9127	HORN/STROBE MC RED	4
13	4906-9101	STROBE MC RED	3
14	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
15	DPIM	MISC. MATERIALS	1

CHARLES DEERING ESTATE: POWER HOUSE			
Item No.	Model No.	Description	Quantity
1	4010-9402	4010ES FACP 120V PLATINUM	1
2	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1
3	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
4	2081-9274	BATTERY 10AH	2
5	2099-9138	PULL STAT CAST S/A B LOCK SPST	1
6	2975-9211	WEATHERPROOF BOX FOR 2099-9138	1
7	4906-9131	WP MC AV NON-ADDR WALL MT RED	1
8	49WPBB-AVVOWR	WP BACK BOX AV OR VO WALL RED	1
9	4906-9101	STROBE MC RED	4
10	4098-9714	PHOTO SENSOR	4
11	4098-9792	SENSOR BASE	4
12	4090-9001	SUPERVISED IAM	4
13	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
14	DPIM	MISC. MATERIALS	1

CHARLES DEERING ESTATE: PUMP HOUSE			
Item No.	Model No.	Description	Quantity
1	4010-9402	4010ES FACP 120V PLATINUM	1
2	2081-9274	BATTERY 10AH	2
3	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1
4	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
5	4099-9004	STATION-LED, SA ADDR	2
6	4906-9105	WP VO MC NON-ADDR WALL RED	1
7	4098-9714	PHOTO SENSOR	3
8	4098-9792	SENSOR BASE	3
9	49WPBB-AVVOWR	WP BACK BOX AV OR VO WALL RED	1
10	4906-9101	STROBE MC RED	3
11	4906-9131	WP MC AV NON-ADDR WALL MT RED	2
12	4905-9829	WP AV/VO 1.5 BACK BOX WHITE	2
13	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
14	DPIM	MISC. MATERIALS	1

CHARLES DEERING ESTATE: MAINTENANCE BUILDING			
Item No.	Model No.	Description	Quantity
1	4010-9402	4010ES FACP 120V PLATINUM	1
2	2081-9274	BATTERY 10AH	2
3	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1

4	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
5	4099-9004	STATION-LED, SA ADDR	4
6	2099-9138	PULL STAT CAST S/A B LOCK SPST	1
7	2975-9211	WEATHERPROOF BOX FOR 2099-9138	1
8	4098-9756	DUCT SENSOR HOUSING-4 WIRE	1
9	4098-9856	SAMPLING TUBE 49", PLASTIC	1
10	2098-9806	REMOTE TEST STATION	1
11	4098-9714	PHOTO SENSOR	2
12	2098-9490	HEAT DET VERT N/O 302-ET-135	3
13	2098-9494	HEAT DETECTOR ADAPTOR AP-P	3
14	4090-9051	SUPERVISED IAM	3
15	4098-9733E	HEAT SENSOR HUMID ENV	4
16	4098-9792	SENSOR BASE	6
17	4906-9131	WP MC AV NON-ADDR WALL MT RED	1
18	49WPBB-AVVOWR	WP BACK BOX AV OR VO WALL RED	1
19	4906-9105	WP VO MC NON-ADDR WALL RED	2
20	4906-9101	STROBE MC RED	8
21	4906-9127	HORN/STROBE MC RED	4
22	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
23	DPIM	MISC. MATERIALS	1

CHARLES DEERING ESTATE: CARRIAGE BUILDING			
Item No.	**Model No.**	**Description**	**Quantity**
1	4010-9402	4010ES FACP 120V PLATINUM	1
2	DTK-TSS4-SS	PANEL PROTECTS 120VAC POWER	1
3	DTK-2MHLP24BWB-SS	24V, 2 PAIR, HYBRID FIELD REPL	2
4	2081-9274	BATTERY 10AH	2
5	4098-9714	PHOTO SENSOR	8
6	4098-9792	SENSOR BASE	8
7	2099-9138	PULL STAT CAST S/A B LOCK SPST	1
8	2975-9211	WEATHERPROOF BOX FOR 2099-9138	1
9	4099-9004	STATION-LED, SA ADDR	1
10	4906-9101	STROBE MC RED	7
11	4906-9127	HORN/STROBE MC RED	4
12	4906-9131	WP MC AV NON-ADDR WALL MT RED	1
13	49WPBB-AVVOWR	WP BACK BOX AV OR VO WALL RED	1
14	4090-9001	SUPERVISED IAM	5
15	ETHEDROP	ETHERNET -NETWORK COMPATIBLE	1
16	DPIM	MISC. MATERIALS	1

3. ON-GOING SERVICES

A. MONITORING SERVICES

The Contractor shall provide central monitoring services of the Fire Alarm System/Units and all of the Alarm Initiating Devices, Alarm Notification Appliances, and Supervisory Signal-Initiating Devices throughout the term of this Agreement as the monthly rate provided in Appendix B.

B. TRUEINSIGHT INTERNET BASED DIAGNOSTIC TECHNOLOGY

TrueInsight technology shall be provided at no additional cost to the County throughout the term of the contract.

C. SERVICE CALLS

The Contractor shall provide service as described by the Miami-Dade County Code, Section 14-66.

1) **EMERGENCY SERVICE CALL** – ***System/unit is not operational leaving life safety and property protection in imminent danger of significant damage.***
The Contractor shall provide 24 hours, 7 days a week emergency service to the County under this agreement. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours upon notification by the County or any alarm supervisory signal, and within four (4) hours upon notification by the County or any trouble signal.

2) **SERVICE CALL** – ***System/unit is operational, but maintenance, service, or general repair is required to maintain system integrity.***
The Contractor shall respond no later than 24 hours after notification by the County.

D. SOFTWARE UPGRADES

The Contractor shall make available to the County any and all changes, updates and/or enhancements to the software initially programmed during the term of this Agreement at no additional cost to the County. The Contractor shall also provide any revised documentation as deemed necessary by the County.

The Contractor shall initiate and complete said change, update, and/or enhancements during a scheduled service call (refer to Clause 5, Service Calls).

APPENDIX B
PRICE AND PAYMENT SCHEDULE

1. TURN-KEY PROJECT: PHASED PAYMENTS FOR WORK COMPLETED

Item #	Description Services	Percentage (%) of Payment	Timeline
1.	PO Cut	10% (Deposit)	10/1/2015
2.	Design/Drawing Completed	10%	11/2/2015
3.	Permits	5%	11/16/2015
4.	Equipment delivered to the County	30%	12/15/2015
5.	Equipment - Installation & Functional	30%	1/19/2015
6.	Test and Certify System	15%	2/1/2015
TURN-KEY PROJECT TOTAL: $105,000.00			

The County shall provide partial payments during various phases of the work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the County user department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment.

2. PERIODIC PAYMENT FOR ON-GOING SERVICES

A. SERVICE CALLS

Service Calls	Hourly Rate
Emergency Service Call	$275.00
Service Call	$183.50

B. MONITORING

Central Station Monitoring	Unit Cost (Per Month)
SimplexGrinnell Network: Charles Deering Estate	$35.25