September 11, 2009

Nancy Richardson
Noritsu America Corporation
6900 Noritsu Avenue
Buena Park, CA 90620-1372

Re: Contract No. SS9055-0/14, Noritsu Maintenance Services

Dear Ms. Richardson:

Miami-Dade County, hereinafter referred to as the County, would like to establish the above mentioned contract with your firm (hereinafter referred to as the "Contractor") to procure Maintenance Services for QSS 3101 Digital Mini-Lab located at Miami-Dade's Medical Examiner. Prior to issuing a purchase order to your firm, the County requires your firm's acceptance with regards to the following requirements:

1) DEFINITIONS

   a. The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all other attachments hereto and all amendments issued hereto.
   b. The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
   c. The word "Contractor" to mean Noritsu America Corporation and its permitted successors and assigns.
   d. The word "Days" to mean Calendar Days.
   e. The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

2) CONTRACT TERM
   The Contract shall become effective on December 1, 2009 and shall be for the duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of one (1) additional year. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

3) NOTICE REQUIREMENTS

   All notices required or permitted under this Contract 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:

   (i) <u>To the County</u>

   a) to the Project Manager:

   Miami-Dade County

Medical Examiners Office
Attention: Sergio Bonilla
Phone: (305) 545-2429
Fax: (305) 545-2435

and,

b) to the Contract Manager:

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

(ii) To the Contractor

Attention: Nancy Richardson
Phone: (714) 521-9040 ex 6824
Fax: (714) 670-2049
E-mail:

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.

4) The Contractor shall provide services to the County in accordance with Appendix A, Scope of Services.

5) The Contractor shall be paid in accordance with Appendix B, Price Schedule.

6) Order of Precedence: If there is a conflict between or among the provisions of this Contract, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), and 3) Price Schedule (Appendix B).

7) This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Contract, and that this Contract 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 approved by the County.

8) 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.

9) Prices shall remain firm for the initial one (1) year term of the Contract. A price adjustment may be considered at the time of any option or extension period, by written mutual agreement between the County and the Contractor. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any

renewal or extension thereof.

10) 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 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 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 Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
Medical Examiners Office, 11th District
1851 N.W. 10th Avenue
Miami, FL 33136
Voice: (305) 545-2429
Fax: (305) 545-2418
Attention: Yeseny Serra

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

11) TERMINATION FOR CONVENIENCE

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

12) TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best

interest. All re-procurement cost shall be borne by the Contractor.

13) Pursuant to Miami-Dade County Ordinance No. 97-215, the purchase order will include the Independent Private Sector Inspector General requirements. This ordinance requires a ¼ of 1% reduction from the total price of the vendor's invoice.

14) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, which implements the User Access Program (UAP), new contract awards issued by Department of Procurement Management require a 2% reduction from the total price of any vendor invoice issued.

15) 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 Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

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

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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, according to the latest edition of Best's Insurance Guide published 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 Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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.

The Contractor shall be responsible for assuring 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.

16) VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, 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 as amended by Ordinance 00-1, requires 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 from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic 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 and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

17) 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.

If you have questions please contact Leonard Gonzalez at (305) 375-1441.

By: Moritsu America Corporation

Name: Patrik Norrby

Title: V.P. Technical

Date: 12/30/09

Attest: _____
Corporate Secretary/Notary

Corporate Seal/Notary

Attachments: Appendix A
Appendix B
Affidavits

On Dec 30, 2009, before me, personally appeared Patrik Norrby who proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument, the person executed the instrument.

witness my hand and official seal.

Kathleen S. Cryer

KATHLEEN S. CRYER
Commission # 1872003
Notary Public - California
Orange County
My Comm. Expires Dec 20, 2013

APPENDIX A
Scope of Services

1. INTRODUCTION

Miami-Dade County, hereafter referred to as the County, as represented by Miami-Dade County's Medical Examiner is contracting to purchase maintenance services for the QSS3101 (LP-2200 S/N 20350982, PP-1223SM-2 S/N 19960198, SI-2600-3 S/N19891112) Digital Mini-Lab located at Miami-Dade County's Medical Examiner, #1 on Bob Hope Road, Miami, Fl 33136-1133.

2. SCOPE

This service agreement shall consist of the following:

2.1 Unlimited Labor required for repair

2.2 Unlimited Parts required for repair (parts shall be ordered and installed by Noritsu Technical Services personnel or by a Noritsu authorized third party provider)

2.3 Free unlimited access to Noritsu America Corporation's Customer Service Desk (Hotline)

2.4 Free "Priority Shipping" for emergency parts (by 10:30 AM the following business day)

2.5 Free Software Upgrades

2.6 Consumables are not included

2.7 All service and repair work to be performed by Noritsu's trained technicians

2.8 All replacement parts shall be new and from the Original Equipment Manufacturer (OEM)

2.9 All equipment maintenance and repair services shall be performed during County business hours from 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays observed by the County

2.10 Service technicians must wear proper identification or badges when performing services within County facilities, and be able to present proper identification when requested. In the case of high security departments, technicians must be prepared to be submitted to prescreening and background checks

APPENDIX B
Price Schedule

Price adjustment may be considered at the time of any option or extension period, by written mutual agreement between the County and the Contractor. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

Contract Inception:

December 1, 2009 thru November 30, 2010: $11,420.00 annually

Option to Renew (OTR) Period:

December 1, 20010 thru November 30, 2011: $11,420.00 annually

The OTR may be exercised should the Contractor continue to provide service for the QSS-3101. The Contactor shall notify the County, 90 days in advance, of the Contractor's intent to discontinue servicing the QSS-3101 due to the age of the machine and /or market trends.

Affirmation of Vendor Affidavits

MIAMI-DADE COUNTY

e with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, venaors 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. : _____ **Federal Employer Identification Number (FEIN):** 95-330-8920

Contract Title: _____

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*

Patrik Norrby — Printed Name of Affiant
VP Technical — Printed Title of Affiant
Signature of Affiant

Noritsu america Corporation — Name of Firm
12/30/09 — Date

6900 Noritsu avenue — Address of Firm
Buena Park Ca — State
90620 — Zip Code

Notary Public Information

Notary Public – State of CA County of Orange

Subscribed and sworn to (or affirmed) before me this 30th day of, December 20 09.

by Patrik Norrby He or she is personally known to me ☐ or has produced identification ☒

Type of identification produced CA drivers license

Kathleen S. Cryer — Signature of Notary Public
1872003 — Serial Number

Kathleen S. Cryer — Print or Stamp of Notary Public
Dec 20, 2013 — Expiration Date
Notary Public

KATHLEEN S. CRYER
Commission # 1872003
Notary Public - California
Orange County
My Comm. Expires Dec 20, 2013

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

☒ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature 12/30/09 **Date**

MIAMI-DADE COUNTY

CONTRACT NO.:

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: N/a _____ Title: _____

This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. A bidder or respondent who is awarded the 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.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
	N/a			
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**(Principal Owner) Gender**	**Race**
	N/a			

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

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____

(Duplicate if additional space is needed)

FORM 100

Revised 5/27/08

Miami-Dade County

Contract No.:

n/a

CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT RESOLUTION (R-738-92)

MINIMUM CERTIFIED CONTENT

Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME Patrik Norrby		
ADDRESS 6900 Noritsu avenue		
CITY Buena Park	***STATE*** Ca	***ZIP*** 90620
SIGNATURE	***TITLE*** V.P. technical	

KATHLEEN S. CRYER
Commission # 1872003
Notary Public - California
Orange County
My Comm. Expires Dec 20, 2013

On Dec 30, 2009, before me, personally appeared Patrik Norrby who proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument, the person executed the instrument.

Witness my hand and official seal. Kathleen S. Cryer