

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

<input type="checkbox"/> New contract	<input type="checkbox"/> OTR	<input type="checkbox"/> CO	<input checked="" type="checkbox"/> SS	<input type="checkbox"/> BW	<input type="checkbox"/> Emergency	Previous Contract/Project No: SS9537-2/14-1
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<input type="checkbox"/> Re-Bid	<input type="checkbox"/> Other
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LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition/Project No: ROFR1400004
Requisition/Project Title: Bullex, Inc. Agreement

TERM OF CONTRACT: Twenty Four (24) months with two (2) OTRs, twelve (12) months each.

Description: Purchase portable fire suppression training systems and accessories.

User Department(s): Miami Dade Fire Rescue.
Issuing Department: ISD
Estimated Cost: \$90,000.00

Contact Person: L. Sandoval Phone: 305-375-3065
Funding Source: Grant Funds and General Funds

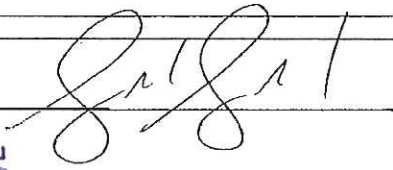
ANALYSIS

Commodity/Service No: 345			
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING 2ND YEAR 3RD YEAR			
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

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

Basis of Recommendation:

Signed: 

Date to SBD: 4/10/14

Date Returned to DPM: _____

RECEIVED
DEPT. BUSINESS DEV.

2014 APR 10 PM 4:42

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

BULLEX, INC. AGREEMENT
Contract No. L9537-2/16

THIS AGREEMENT made and entered into by and between BullEx, Inc., a corporation organized and existing under the laws of the State of New York, having its principal office at 20 Corporate Circle, Albany NY 12203 (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 portable fire suppression training systems and accessories, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Agreement No. L9537-2/16 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a Authorized Federal Supply Schedule Price List, Contract Number GS-02F-0020T, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. _____ and all associated addenda, and the Contractor's Proposal.
- 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 BullEx, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "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 deletions or modifications to the amount, type or value of the product 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 work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services", "Program", "Product", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's SS No. _____ and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

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 furnish the products set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the products furnished hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete furnishing of products 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 furnish the products under this Contract. All products shall be furnished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy

decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in furnishing products hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on November 1, 2014 and shall continue through the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for two (2) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County
Miami-Dade Fire Rescue
Office of Emergency Management
9300 N.W. 41st Street
Doral, FL 33178
Attention: Pamela Broaster-Doyle
Phone: 305-468-5413
Fax: 305-468-5469
E-mail: broastp@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: Miriam Singer
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: singer@miamidade.gov

(2) To the Contractor

BullEx, Inc.
DBA BullEx Digital Safety
20 Corporate Circle
Albany, NY 12203

Attention: Simon Balint
Phone: 888-428-5539 / 518-689-2023
Fax: 518-689-2034
E-mail: sbalint@bullexsafety.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR PRODUCTS/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to furnish the product under this Contract. The compensation for products furnished under this Contract, including all costs associated with such products, shall be in accordance with the Authorized Federal Supply Schedule Price List, Contract Number GS-02F-0020T. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the initial term of the Agreement; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof. Prior to or upon completion of the initial term, the County may consider an adjustment to price based on the General Services Administration, Federal Supply Service, Authorized Federal Supply Schedule Price List replacement for Contract Number GS-02F-0020T.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the products, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with

Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Finance Department
111 NW 1 St., 26th Floor
Miami, FL 33128
Attention: Shared Services Payable Unit

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

ARTICLE 10. INDEMNIFICATION

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.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall furnish the products 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 the satisfactory furnishing

- of products described herein and to full and prompt cooperation by the Contractor in all aspects of the products.
- b) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently furnish the products.
 - c) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the furnishing of products under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in the furnishing of products 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 furnish the product, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the products; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a

dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the products furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

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

Pursuant to 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 18. 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 19. 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 20. 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 21. 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 products;
 - 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 products 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 products.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 22. 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 products;
 - 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 furnish the Products 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 products which the Contractor has not furnished. 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
- 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 23. 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 furnishing the products upon the Termination Date.

ARTICLE 24. 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 products hereunder and the amount actually expended by the County for re-procurement of products, 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 25. 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 furnishing of products.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving

patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the furnishing of products or be unlawful.

ARTICLE 26. 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 products furnished under this Agreement, made or developed by the Contractor or its subcontractors in the course of furnishing such products, or the results of such products, 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 furnishing products 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 27. 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 28. 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 products furnished by the Contractor 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 furnishing of products 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 furnishing of products 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 29. 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(f) 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.

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

18. Antitrust Laws

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 30. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (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 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, 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 work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants 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 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the products furnished 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 35. 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 36. 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 37. 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 38. 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 39. SURVIVAL

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

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

FURNISH PORTABLE FIRE SUPPRESSION TRAINING SYSTEMS AND ACCESSORIES:
TWO YEARS

The Contractor agrees to furnish portable fire suppression training systems and accessories at prices which are in accordance with the Authorized Federal Supply Schedule Price List under Contract No. GS-02F-0020T to include F.O.B. – Destination and Multi-Unit Discounts offered to GSA for the duration of the initial term of the contract.

APPENDIX B – PAYMENT SCHEDULE

All equipment purchased during the initial term under this Agreement shall be billed according to the Authorized Federal Supply Schedule Price List Contract Number GS-02F-0020T (Attached) upon delivery of the hardware.



APPENDIX B - PAYMENT SCHEDULE

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven database system. The INTERNET address *GSA Advantage!* is: GSAAdvantage.gov.

Schedule Title: FSC 874 - Missions Oriented Business Integrated Services (MOBIS)

Contract number: GS-02F-0020T

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: 11/15/2011 to 11/14/2016

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable):

Bullex, Inc.
DBA Bullex Digital Safety
20 Corporate Circle, Albany, NY 12203
Toll Free: 1-888-4-BULLEX (1-888-428-5539)
Phone: 518-689-2023
Fax: 518-689-2034

Contractor's internet address/web site where schedule information can be found (as applicable):

www.bullexsafety.com
sbalint@bullexsafety.com

Contract administration source (if different from preceding entry): Simon Balint

Business size: Large

20 Corporate Circle
Albany, NY 12203

Bullex, Inc.

P. 518.689.2023
F. 518.689.2034

SIN 874-5 & 874-9



1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s):

SIN	Item Number	Product	PRICE OFFERED TO GSA (including IFF)
874-9	ITS004A	Intelligent Training System	\$ 4,945.23
874-5	AC110	Air Compressor with Accessories	\$ 356.40
874-5	PR001	Pressure Regulator with Accessories	\$ 323.00
874-9	NFPA01V	NFPA Fire Extinguishers at Work Video	\$ 425.21
874-9	NFPA02D	NFPA Fire Extinguishers at Work DVD	\$ 464.81
874-5	IC001	Industrial Transport Case for ITS unit	\$ 787.28
874-5	TC001/TC57X50	Accessories Transport Case for 5X/7X Extinguishers	\$ 787.28
874-5	TC005	Accessories Carrying Case	\$ 93.90
874-9	ITS004ACP	Intelligent Training System Combined Package	\$ 6,625.38
874-9	BE001	BullsEye	\$ 9,796.05
874-9	BET001	BullsEye Trainers Package	\$ 15,246.00
874-9	HST001	Hot Shot Trainers Package	\$ 12,152.00
874-5	HTC001	Industrial Grade Hot Shot Transport Case	\$ 900.90
874-9	HS001	Hot Shot	\$ 6,826.05
874-9	SE007XR	Red 7X SmartExtinguisher	\$ 245.52
874-9	SE005XR	Red 5X SmartExtinguisher	\$ 197.01
874-9	BE005	5 lb BullsEye Extinguisher	\$ 841.50
874-9	BE010	10 lb BullsEye Extinguisher	\$ 1,138.50
874-9	BE020	20 lb BullsEye Extinguisher	\$ 1,138.50
874-9	ITSX001	ITS Xtreme Base Package	\$ 6,430.05
874-9	ITSXT001	ITS Xtreme Trainer's Package	\$ 9,796.05
874-5	TCT100	Trash Can Prop	\$ 779.10
874-5	STP100	Stove Top Prop	\$ 779.10
874-5	MP100	Motor Prop	\$ 779.10
874-5	PLP100	Paint Locker Prop	\$ 877.10
874-5	ITSXPTC	Prop Transport Case	\$ 787.28
874-9	HAZ04GT	Gas Trainer Package	\$ 4,795.00
874-9	HAZ05TP	Hazard Training Tools Package	\$ 5,795.00
874-9	HAZ01PK	Hazmat Placard Kit	\$ 775.00
874-9	HAZ01HT	HazardTank	\$ 955.00
874-9	HAZ01LPT	Leaking Propane Tank	\$ 955.00
874-9	VFPHFT	Vehicle Fire Prop with Hoseline Trainer	\$ 40,000.00
874-9	ERTE027	Smart Fire Safety Trailer	\$ 74,200.50
874-9	SG4000	Smoke Generator 4000	\$ 2,757.00

20 Corporate Circle
Albany, NY 12203

BullEx, Inc.

P. 518.689.2023
F. 518.689.2034

SIN 874-5 & 874-9



874-9	SG6000	Smoke Generator 6000	\$ 3,836.00
874-9	SD055G	Smart Dummy 55lb	\$ 1,661.10
874-9	SD110G	Smart Dummy 110lb	\$ 1,955.10
874-9	ESD055G	Extrication Smart Dummy 55lb	\$ 2,249.10
874-9	ESD110G	Extrication Smart Dummy 110lb	\$ 2,445.10
874-5	SL005LG	BulEx Smoke Liquid 5l	\$ 67.42
874-5	SL0010LG	BulEx Smoke Liquid 10l	\$ 129.98
874-5	SL0020LG	BulEx Smoke Liquid 20l	\$ 240.56

1b. Lowest priced model number for 874-5 is:

BulEx Smoke Liquid 5 liter Part Number: SL005LG Price:\$67.42

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: Not Applicable.

2. Maximum order: \$1,000,000.00

3. Minimum order: \$100.00

4. Geographic coverage (delivery area): The 48 contiguous states and to Alaska, Hawaii and Puerto Rico.

5. Point(s) of production (city, county, and State or foreign country):

Albany, Albany County, New York, USA

The Netherlands

6. Discount from list prices or statement of net price:

SIN	Item Number	Product	MOST FAVORED CUSTOMER (MFC)	DISCOUNT OFFERED TO GSA (Based on MFC-Commercial End Users) (%)	Multi-unit Discount Offered to GSA
874-9	ITS004A	Intelligent Training System	Commercial End User	1.00%	3.00%
874-5	AC110	Air Compressor with Accessories	Commercial End User	1.00%	3.00%
874-5	PR001	Pressure Regulator with Accessories	Commercial End User	1.00%	3.00%
874-9	NFPA01V	NFPA Fire Extinguishers at Work Video	Commercial End User	1.00%	3.00%
874-9	NFPA02D	NFPA Fire Extinguishers at Work DVD	Commercial End User	1.00%	3.00%
874-5	IC001	Industrial Transport Case for ITS unit	Commercial End	1.00%	3.00%

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SIN 874-5 & 874-9



			User		
874-5	TC001/TC57X50	Accessories Transport Case for 5X/7X Extinguishers	Commercial End User	1.00%	3.00%
874-5	TC005	Accessories Carrying Case	Commercial End User	1.00%	3.00%
874-9	ITS004ACP	Intelligent Training System Combined Package	Commercial End User	9.00%	3.00%
874-9	BE001	BullsEye	Commercial End User	1.00%	3.00%
874-9	BET001	BullsEye Trainers Package	Commercial End User	1.00%	3.00%
874-9	HST001	Hot Shot Trainers Package	Commercial End User	2.00%	3.00%
874-5	HTC001	Industrial Grade Hot Shot Transport Case	Commercial End User	1.00%	3.00%
874-9	HS001	Hot Shot	Commercial End User	1.00%	3.00%
874-9	SE007XR	Red 7X SmartExtinguisher	Commercial End User	1.00%	3.00%
874-9	SE005XR	Red 5X SmartExtinguisher	Commercial End User	1.00%	3.00%
874-9	BE005	5 lb BullsEye Extinguisher	Commercial End User	1.00%	5.00%
874-9	BE010	10 lb BullsEye Extinguisher	Commercial End User	1.00%	5.00%
874-9	BE020	20 lb BullsEye Extinguisher	Commercial End User	1.00%	5.00%
874-9	ITSX001	ITS Xtreme Base Package	Commercial End User	1.00%	3.00%
874-9	ITSXT001	ITS Xtreme Trainer's Package	Commercial End User	1.00%	3.00%
874-5	TCT100	Trash Can Prop	Commercial End User	2.00%	3.00%
874-5	STP100	Stove Top Prop	Commercial End User	2.00%	3.00%
874-5	MP100	Motor Prop	Commercial End User	2.00%	3.00%
874-5	PLP100	Paint Locker Prop	Commercial End User	2.00%	3.00%
874-5	ITSXPTC	Prop Transport Case	Commercial End User	1.00%	3.00%
874-9	HAZ04GT	Gas Trainer Package	Commercial End User	2.00%	3.00%
874-9	HAZ05TP	Hazard Training Tools Package	Commercial End User	1.70%	3.00%
874-9	HAZ01PK	Hazmat Placard Kit	Commercial End User	1.00%	3.00%
874-9	HAZ01HT	HazardTank	Commercial End User	2.00%	3.00%
874-9	HAZ01LPT	Leaking Propane Tank	Commercial End User	2.00%	3.00%
874-9	VFPHT	Vehicle Fire Prop with Hoseline Trainer	Commercial End User	1.00%	3.00%
874-9	ERTE027	Smart Fire Safety Trailer	Commercial End User	1.00%	3.00%

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SIN 874-5 & 874-9



874-9	SG4000	Smoke Generator 4000	Commercial End User	1.00%	3.00%
874-9	SG6000	Smoke Generator 6000	Commercial End User	1.00%	3.00%
874-9	SD055G	Smart Dummy 55lb	Commercial End User	2.00%	3.00%
874-9	SD110G	Smart Dummy 110lb	Commercial End User	2.00%	3.00%
874-9	ESD055G	Extrication Smart Dummy 55lb	Commercial End User	2.00%	3.00%
874-9	ESD110G	Extrication Smart Dummy 110lb	Commercial End User	2.00%	3.00%
874-5	SL005LG	BulEx Smoke Liquid 5l	Commercial End User	3.00%	3.00%
874-5	SL0010LG	BulEx Smoke Liquid 10l	Commercial End User	3.00%	3.00%
874-5	SL0020LG	BulEx Smoke Liquid 20l	Commercial End User	3.00%	3.00%

7. Quantity discounts: 3.75% for orders of 2 or more units and 2 or more Props, 5.75% for orders of 2 or more BullsEye Extinguishers inclusive of GSA fee.

8. Prompt payment terms: 2% 10 Days – Net 30 Days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: BulEx accepts both credit cards and non-credit card purchases above and below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: BulEx accepts both credit cards and non-credit card purchases above and below the micro-purchase threshold.

10. Foreign items (list items by country of origin):

GasTrainer Package (P/N HAZ04GT) – Netherlands

Hazard Training Tools Package (P/N HAZ05TP) - Netherlands

Hazmat Placard Kit (P/N HAZ01PK) - Netherlands

HazardTank (P/N HAZ01HT) - Netherlands

Leaking Propane Tank (P/N HAZ01LPT) - Netherlands

SmokeGenerator 4000 (P/N SG4000) – Netherlands

SmokeGenerator 6000 (P/N SG6000) - Netherlands

11a. Time of delivery: 30 days from receipt of order, except:

Vehicle Fire Prop with Hoseline Fire Trainer (VFPHT) - 90 Days ARO

Smart Fire Safety Trailer (ERTE-027) – 120 Days ARO

11b. Expedited Delivery: None

11c. Overnight and 2-day delivery. Overnight and 2-day delivery are available except for HFT001, VFP 001, and ERTE-027. Schedule customers may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: Agencies may also contact their BulEx representative to effect a faster delivery.

12. F.O.B. terms: Destination CONUS, except:

Vehicle Fire Prop with Hoseline Fire Trainer (VFPHT) - FOB Destination, Pre-pay and Add

Smart Fire Safety Trailer (ERTE-027) – FOB Destination, Pre-pay and Add

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13a. Ordering address(es): BulEx Digital Safety, 20 Corporate Circle, Albany, NY 12203

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. Payment address(es): 20 Corporate Circle, Albany, NY 12203

15. Warranty provision:

BulEx, INC. warrants its products against manufacturing defects to the original purchaser only – i.e. the individual or legal entity (registered customer) whose name appears on invoice for the system, provided that the purchase was made through BulEx or an authorized BulEx dealer and is subject to the following conditions and limitations:

This factory warranty is nontransferable and may not be extended whatsoever by any of our representatives. Assembly and use must be done in accordance with the instructions included with the product and all local and national fire codes.

This Limited Warranty does not cover any damage caused by misuse, lack of maintenance, hostile environments, accident, alterations, abuse or neglect, and parts installed by other manufacturers will nullify the warranty. This Limited Warranty does not cover and scratches, dents, corrosion, or discoloring by heat (all stainless steel will discolor), abrasive and chemical cleaners will also damage the appliance. In the first year only, this warranty extends to the repair or replacement of warranted parts which are defective in material or workmanship provided that the product has been operated in accordance with the operation instructions and under normal conditions.

After the first year, unless an extended warrantee has been offered, BulEx, INC. will not be responsible for replacement part expense, installation, labor or any other costs or expenses related to the reinstallation of a replacement part, and such expenses are not covered by this warranty. Notwithstanding any provisions contained in this Limited Warranty, BulEx, INC.'s responsibility under this warranty is defined as above and it shall not in any event extend to any incidental, consequential or indirect damages. This limited warranty does not cover damages resulting from the use of components not supplied with the appliance, or the use of fuel other than that specified. Any damages to appliance due to weather, long periods of dampness, condensation, damaging chemicals or cleaners will not be the responsibility of BulEx. The bill of sales or copy will be required together with a serial number and a model number when making any warranty claims from BulEx or authorized dealer.

BulEx, INC. reserves the right to have its representative inspect any product or part thereof prior to honoring any warranty claim. BulEx, INC. or its representatives shall not be liable for ANY transportation charges, labor charges or duties.

16. Export packing charges, if applicable: Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): BulEx accepts both credit cards and non-credit card purchases above and below the micro-purchase threshold.

18. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

19. Terms and conditions of installation (if applicable): Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

20a. Terms and conditions for any other services (if applicable): Not Applicable

21. List of service and distribution points (if applicable): Not Applicable

22. List of participating dealers (if applicable): Not Applicable

23. Preventive maintenance (if applicable): Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

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24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/: Not Applicable

25. Data Universal Number System (DUNS) number: 197495026

26. Notification regarding registration in Central Contractor Registration (CCR) database: Yes

20 Corporate Circle
Albany, NY 12203

BullEx, Inc.

P. 518.689.2023
F. 518.689.2034

SIN 874-5 & 874-9

Walters, Vivian (ISD)

From: Sandoval, Lenny (ISD)
Sent: Thursday, April 10, 2014 1:46 PM
To: Walters, Vivian (ISD)
Cc: Johnson, Laurie (ISD)
Subject: RE: Bullex - RQFR1400004
Attachments: Bullex, Inc. - RQFR1400004 (2).pdf; L9537-2.16 BullEx Agreement.pdf

Vivian,

I corrected the estimated cost to reflect the total cost for the initial two year term \$90K.

Thank you,

Lenny Sandoval
Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, 13th Floor
Miami, FL 33128
PH: (Main) 305-375-5289
PH: (Direct) 305-375-3065
FX : 305-375-4407
ssandov@miamidade.gov
www.miamidade.gov/dpm

From: Walters, Vivian (ISD)
Sent: Thursday, April 10, 2014 1:15 PM
To: Sandoval, Lenny (ISD)
Cc: Johnson, Laurie (ISD)
Subject: RE: Bullex - RQFR1400004

Lenny,

Please note, SBD doesn't review projects under \$50k; you would conduct the review using the process for contracts Under \$50k.

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Internal Services Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov

Project Review & Analysis



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statute concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



From: Sandoval, Lenny (ISD)
Sent: Thursday, April 10, 2014 11:23 AM
To: Walters, Vivian (ISD)
Subject: Bullex - RQFR1400004

Good morning Mr. Walters,

Please review the attached draft and the DBD departmental input form for measures on a sole source to procure portable fire suppression training systems and accessories for Fire Rescue.

Thank you,

Lenny Sandoval
Miami-Dade County
Internal Services Department
Procurement Management Division
111 N.W. 1st Street, 13th Floor
Miami, FL 33128
PH: (Main) 305-375-5289
PH: (Direct) 305-375-3065
FX : 305-375-4407
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www.miamidade.gov/dpm



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Justification/Input Document for Non-Competitive Acquisition

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Miami-Dade Fire Rescue Department/Office of Emergency Management		
Contact Person:	Nixsa Serrano/Pamela Broaster-Doyle	Phone Number:	(305) 468-5413
Requisition No.:	RQFR1400004	Estimated Value:	\$45,000 Annually
Proposed Vendor:	BullEx Digital Safety		
Previous Contract Number:	(305) 468-5413	Previous Contract Value:	\$30,000/ Annually

Purpose of the Purchase

Please describe your minimum requirements and the benefits of making the acquisition.

The Miami-Dade Fire Rescue/Office of Emergency Management (MDFR/OEM) is requesting a renewal of this contract to purchase additional portable fire suppression training systems and accessories. The systems and accessories will be used to provide valuable training primarily to lay persons, in various community-based programs such as Community Emergency Response Teams (CERT) and public safety initiatives. The fire suppression training system will educate individuals on proper use of extinguishers and other equipment to properly suppress small fires. The items will be purchased primarily with U.S. Homeland Security grant funds and therefore MDR/OEM requests exemption from UAP and IG Fees for the federally funded portion of this purchase, which is \$30,000.00. The remaining \$15,000.00 of the allocation will be used to obtain equipment which will be purchased with general fund

Best Interest of the County / Uniqueness of Product

Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.

The BullEx Intelligent Training system (ITS) Xtreme and BullsEye system provide a one of a kind advanced live fire and laser technology to simulate flame ignition and the discharge of dry-chemical or CO₂ extinguishers for a clean, safe environmentally friendly and cost-effective training. The BullsEye system senses where users aim and sweep a laser training extinguisher and automatically varies the LED driven digital flames in response, while the ITS Xtreme system utilizes live flame to provide learners a comprehensive training experience on fire suppression. Unlike other fire training systems, the ITS Xtreme and the BullsEye system produce both live and simulated fires and allows training to take place both indoors and outdoors. Additionally, the BullEx system reinforces the CERT curriculum by providing simulated examples of small fires within the scope of CERT training.



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Market Research

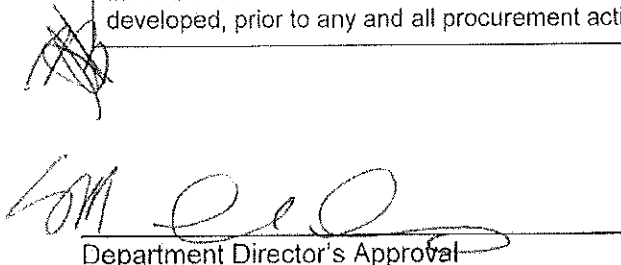
Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.

MDFR/OEM has conducted research on the Internet via Google, Yahoo and Bing search engines and was unable to find a vendor with a product comparable to the Intelligent Training Xtreme system and BullEx BullsEye system.

Proposed Actions

Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

MDFR/OEM will continue to conduct market research and will evaluate new products as they are developed, prior to any and all procurement activities.


Department Director's Approval


Date Approved

BULLSEYE™ [TRAINER'S PACKAGE]

P/N: HSBET001 • PRICE: \$15,400



NFPA® IS A REGISTERED TRADEMARK OF THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.

A BULLSEYE BASE UNIT

The BullsEye training system senses where the user aims and sweeps the laser-driven extinguisher and automatically varies the LED driven digital flames in response. On-board rechargeable batteries and rugged stainless steel construction make the BullsEye system highly portable. For training variation, the BullsEye system can also be used with the standard air/water SmartExtinguisher.

B CHOICE OF TWO BULLSEYE LASER EXTINGUISHERS & FOUR SMARTEXTINGUISHERS

The BullsEye laser extinguisher uses a conical laser to replicate a dry-chemical extinguisher and operates with rechargeable on-board batteries. The SmartExtinguisher has a pressure gauge and Schrader valve and quickly recharges in the field with compressed air and water. Choose from:

- 5X, 7X SMARTEXTINGUISHERS
- 5 LB., 10 LB., 20 LB. BULLSEYE EXTINGUISHERS

C HANDHELD CONTROLLER & CONTROLLER CABLE

Start and stop training evolutions, select class of fire to simulate and change fire difficulty settings. Includes an LCD display that shows the status of the system and the trainee's score. Connects to BullsEye™ via a cable with locking connectors.

D BATTERY RECHARGERS & POWER CABLE

Recharge the BullsEye's on-board batteries with this 110V adapter, or for extended operation time, attach the yellow power cable and plug into any 12V outlet.

E RECHARGE ACCESSORIES

Funnel, measuring cup and air chuck are included to recharge the SmartExtinguishers® with air and water.

F 5 LB. BULLSEYE EXTINGUISHER CARRYING CASE

This industrial grade, high impact plastic case can be used to conveniently transport two BullsEye extinguishers. Locking latches provide safe and secure storage of the extinguishers when not in use.

G BULLSEYE TRANSPORT CASE

This industrial grade, high impact plastic transport case can be used to quickly and easily transport BullsEye to and from various training sites. Includes built in wheels, custom foam and cutouts for controller and cables.

H TWO INDUSTRIAL GRADE EXTINGUISHER CARRYING CASES

Foam-lined industrial grade carrying case for two extinguishers (any combination of 5X or 7X SmartExtinguishers and/or 10 lb. or 20 lb. BullsEye extinguishers). Locking latches provide safe and secure storage when not in use.

I BATTERY POWER PACK

Power your extinguisher training system with this external battery power pack for extended operation time.

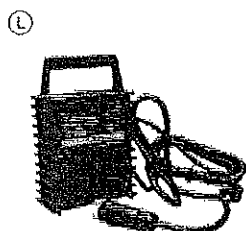
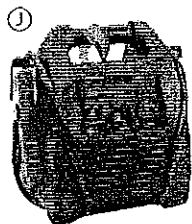
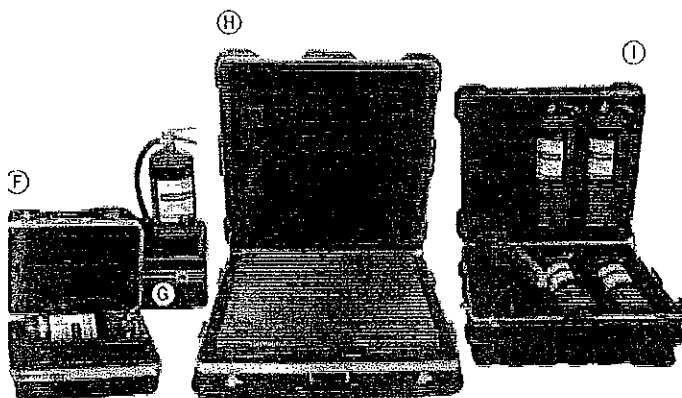
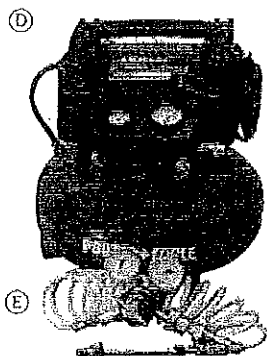
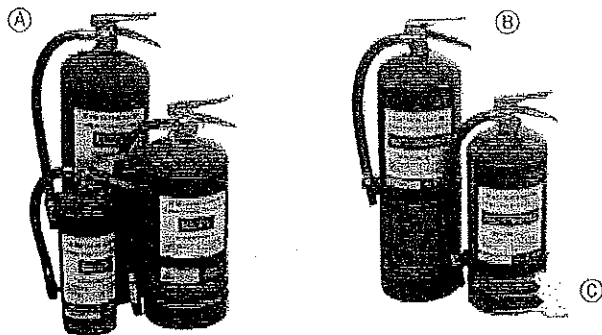
J CHOICE OF AIR REGULATOR KIT OR AIR COMPRESSOR

Recharge SmartExtinguishers from an SCBA tank (2,216 or 4,500 PSI) with this premium brass, high pressure regulator assembly which includes brass fittings and a high quality coiled air hose. Or — choose a six gallon air compressor with a maximum of 150 PSI which ships with a premium air hose and brass fitting kit.

K NFPA® FIRE EXTINGUISHERS AT WORK DVD/VHS

This presentation draws on the requirements in NFPA 10: *Portable Fire Extinguishers*, the Standard referenced by OSHA in developing its regulations. Covers everything from portable extinguisher basics to advanced strategies for workers in industrial environments. (17 min.)

• LIMITED FIVE YEAR WARRANTY



DIGITAL FIRE RECOMMENDED ACCESSORIES

(A) BULLSEYE™ EXTINGUISHERS

Laser-driven extinguishers which emit an intense laser pattern and sound effects to simulate an actual extinguisher.

5 LB. BULLSEYE EXTINGUISHER — P/N: BE005 • PRICE: \$850

Laser-driven extinguisher which simulates an actual 5 lb. extinguisher.

10 LB. BULLSEYE EXTINGUISHER — P/N: BE010 • PRICE: \$1,150

Laser-driven extinguisher which simulates an actual 10 lb. extinguisher.

20 LB. BULLSEYE EXTINGUISHER — P/N: BE020 • PRICE: \$1,150

Laser-driven extinguisher which simulates an actual 20 lb. extinguisher.

(B) SMARTEXTINGUISHERS®

Rechargeable training extinguishers with pressure gauge and Schrader recharge valve.

5X SMARTEXTINGUISHER — P/N: SE005XR • PRICE: \$199

Discharges five times before requiring a water refill. Custom colors available.

7X SMARTEXTINGUISHER — P/N: SE007XR • PRICE: \$248

Discharges seven times before requiring a water refill. Custom colors available.

(C) EXTINGUISHER TAMPER SEALS — P/N: TS001 • PRICE: \$49.95

Lock your extinguisher handles in place for a realistic training experience with these tamper seals (500 per package).

(D) AIR COMPRESSOR W/ ACCESSORIES — P/N: AC111 • PRICE: \$360

Six gallon air compressor with a maximum of 150 PSI which ships with a premium air hose and brass fitting kit.

(E) AIR REGULATOR KIT W/ ACCESSORIES — P/N: PR001 • PRICE: \$326.5

Recharge SmartExtinguishers from an SCBA tank (2,216 or 4,500 PSI) with this premium brass, high pressure regulator assembly. Includes brass fittings and a high quality coiled air hose.

(F) 5 LB. BULLSEYE EXTINGUISHER CARRYING CASE —

P/N: BEC001 • PRICE: \$224

This industrial grade, high impact plastic case can be used to conveniently transport two BullsEye extinguishers. Locking latches provide safe and secure storage of the extinguishers when not in use.*

(G) INDUSTRIAL GRADE EXTINGUISHER CARRYING CASE —

P/N: CC057 • PRICE: \$220.88

Foam-lined industrial grade carrying case for two extinguishers (any combination of 5X or 7X SmartExtinguishers and/or 10 lb. or 20 lb. BullsEye extinguishers). Locking latches provide safe and secure storage when not in use.*

(H) HOTSHOT® / BULLSEYE INDUSTRIAL GRADE TRANSPORT CASE — P/N: HTC01 • PRICE: \$910

This industrial grade, high impact plastic transport case can be used to quickly and easily transport HotShot or BullsEye to and from various training sites. Includes custom foam and cutouts for controller and cables.*

(I) 5X/7X ACCESSORIES TRANSPORT CASE — P/N: TX57X50 • PRICE: \$795.2

This industrial grade, high impact plastic wheeled case can be used to conveniently transport four extinguishers (any combination of 5X or 7X SmartExtinguishers and/or 10 lb. or 20 lb. BullsEye extinguishers), a battery pack, toolbox and aluminum clipboard. Locking latches provide safe and secure storage when not in use.

(J) BATTERY POWER PACK — P/N: BP022 • PRICE: \$97.26

Power your extinguisher training system with this external battery power pack for extended operation time.

(K) NFPA® FIRE EXTINGUISHERS AT WORK DVD/VHS

This presentation draws on the requirements in NFPA 10: Portable Fire Extinguishers, the Standard referenced by OSHA in developing its regulations. Covers everything from portable extinguisher basics to advanced strategies for workers in industrial environments. (17 min.)

VHS P/N: NFPA01V • PRICE: \$429.50 • DVD P/N: NFPA02D • PRICE: \$469.50

(L) CONTINUOUS RUN ADAPTER — P/N: CRA010 • PRICE: \$285.00

AC adapter for continuous operation of BullsEye System (not for use w/ SmartExtinguishers)

*ADDITIONAL ITEMS SHOWN NOT INCLUDED.

NFPA® IS A REGISTERED TRADEMARK OF THE NATIONAL FIRE PROTECTION ASSOCIATION INC.



BullEx®

WWW.BULLEX.CO

20 Corporate Circle • Albany, NY 12203 US

1-888-4BULLEX • 1-518-689-2022

**Miami-Dade Fire Rescue
Office of Emergency Management**

Scope

Portable Fire Suppression Training Systems and Accessories

Miami-Dade Fire Rescue/Office of Emergency Management (MDFR/OEM) is requesting an allocation to purchase additional portable fire suppression training systems and accessories that will allow MDFR/OEM to aggressively pursue their community emergency response team (CERT) training requirements and outreach goals. The fire suppression training system shall:

- Simulate small fires (combustible, flammable liquid & gas, electrical) consistent with the scope of the CERT Training;
- Be self-sustaining;
- Provide a safe, yet very realistic fire suppression training experience for non-emergency personnel (i.e., citizens and volunteers); and
- Be portable and provide training equipment alternative for safe indoor use (during inclement weather) that not require MDFR/OEM to recharge extinguishers after every use.

MDFR/OEM serves as the host agency for the local CERT and Citizen Corps Programs. These Programs educate Miami-Dade County citizens about disaster preparedness, and mitigating emergency and disaster situations through a cooperative, positive and realistic approach. Through these educational programs, citizens are empowered to put out Class A, B, & C small fires; provide basic medical aid; search for, and rescue, victims safely; and organize themselves as spontaneous volunteers to be effective in case of a natural disaster, terrorist attack or any other major emergency.

The fire suppression training systems which are primarily geared towards citizens and volunteers (not professional firefighters) will give MDFR/OEM the opportunity to provide quality training and outreach to the community. The BullEx I.T.S. Xtreme simulator system is unique in that it comprehensively and safely produces live flame for Class A, B, and C fires for a layperson (non-fire professional) to be trained on fire suppression with telemetry feedback features and active fire behavior control by the instructor during the student demonstration. This system also has the ability to add props such as pots and pans, trash cans and other household items to provide a more realistic training experience for the student. The BullEx BullsEye training system is unique in that it uses laser-driven technology (in a digital, non-live flame) to provide the same simulation and instructor control for Classes A, B and C fires, similar to the BullEx I.T.S. Xtreme, with the addition of the digital extinguisher allowing for unlimited use. Also, the system can be used with the standard air/water Smart Extinguisher and allows flexibility to conduct training indoors and at any time. No support audio equipment are needed. In addition, market research conducted on the Internet via Google, Yahoo and Bing search engines and we were unable to find a vendor with a product comparable to the BullEx Intelligent Training Xtreme and BullsEye systems which meet MDFR/OEM's training needs.

The County has the opportunity to purchase additional portable fire suppression training systems and accessories with federal grant funds provided by the U.S. Department of Homeland Security specifically designated for urban community response training and disaster preparedness. The additional units will allow MDFR/OEM to conduct simultaneous classes and for full scale exercises engaging large groups of participants, and provide on-site fire prevention education programs at nursing homes, assisted facilities, schools and local businesses. No optional service packages will be purchased for these systems.



February 4, 2014

To Whom It May Concern:

Bullex is the sole source provider for the I.T.S. Xtreme™, which is used to provide cost-effective, realistic and repeatable live-fire extinguisher training. The I.T.S. Xtreme cannot be purchased through any other authorized vendor and there are no other similar products available.

The I.T.S. Xtreme is the only fire extinguisher training system capable of varying live-flames based on where a trainee is aiming and sweeping a fire extinguisher. The system works by sensing where a trainee aims the SmartExtinguisher® (included with the system). The system then varies propane-fed flames accordingly to simulate the response of a fire to a dry-chemical fire extinguisher.

The SmartExtinguisher, however, needs only to be filled and recharged with compressed air and water. The sensors in the I.T.S. Xtreme determine where a user is aiming and sweeping the SmartExtinguisher and the on-board control system determines how to vary the flames in response. If the user utilizes the correct technique, aiming and sweeping at the base of the fire, the flames will be extinguished. If the user does not utilize the proper technique, the fire may die down, but will not be fully extinguished. The I.T.S. Xtreme is also the only fire extinguisher training system that can offer a time-to-extinguish score for each trainee.

The technology that enables the I.T.S. Xtreme to sense the SmartExtinguisher and vary the flames in response is patented. The United States Patent Number is 7,175,439.

Sincerely,

Ryan O'Donnell
President



February 4, 2014

To Whom It May Concern:

Bullex is the sole source provider for the BullsEye™, which is used to provide cost-effective, realistic and repeatable hands-on fire extinguisher training. The BullsEye cannot be purchased through any other vendor and there are no other similar products available on the market.

Bullex products represent the latest advancements in fire training technology and are the only hands-on fire extinguisher training systems using self-generating digital flames. BullsEye's realistic, self-generating digital flames respond directly to the trainee's actions. Using Bullex's proprietary laser-based training extinguishers, users interact dynamically with BullsEye's digital fire. If trainees fail to use the proper technique, the flames respond accordingly. Flames can diminish, grow gradually or even reignite. There is no pre-recorded fire sequence. Instead, every digital fire is unique and dynamic.

The sensors in the BullsEye extinguisher training system determine where a user is aiming and sweeping the laser-based training extinguisher and the on-board control system determines how to vary the flames in response. If the user utilizes the correct technique, aiming and sweeping at the base of the fire, the flames will be extinguished. The BullsEye also measures a trainee on his or her performance, and offers a time-to-extinguish score for each trainee.

The BullsEye uses patented technology for its realistic digital flames and its ability to sense the trainee's actions. The United States patent number is 7,748,983. The BullsEye has also been awarded a General Services Administration (GSA) contract by the US government which has approved sole source acquisition.

Sincerely,

Ryan O'Donnell
President

TOTAL TRAINING

[I.T.S. XTREME



LIVE FIRE EXTINGUISHER TRAINING SYSTEM

I.T.S. Xtreme's flame response system determines where the trainee aims and sweeps the compressed air/water SmartExtinguisher® and automatically varies the flames in response, providing a realistic and safe training experience. With intelligent props and multiple class of fire and difficulty settings, it is now possible to provide countless training scenarios without the cost and clean up associated with dry-chemical or CO₂ extinguishers.

Class A, B or C fires can be selected at four different difficulty levels and props can be used to create realistic flame patterns, further enhancing the training experience.

Propane-fed flames, intelligent props, as well as class of fire and difficulty level settings make **I.T.S. Xtreme** the world's most advanced live fire extinguisher training system.

[I.T.S. XTREME FEATURES

COST EFFECTIVE

In many cases, organizations can save more than the cost of a training system in the first year alone. Quick recharge air/water training extinguishers plus reduced set-up and clean-up times mean you can train more people in less time.

ENHANCED FLAME

The I.T.S. Xtreme training system generates larger, more intense flames, allowing trainees to really feel the heat, enhancing the realism of the training experience.

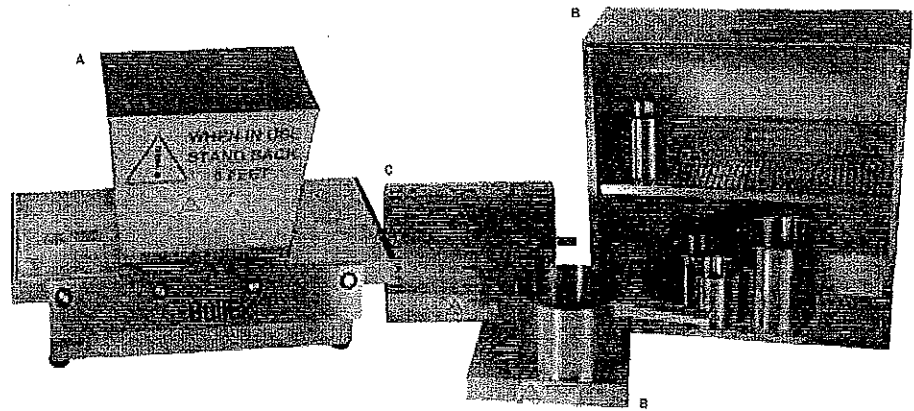
OVER >>

FLARE-UP FEATURE

The I.T.S. Xtreme training system has a flare-up button which can be pressed to reignite the flames at any time to further challenge trainees.

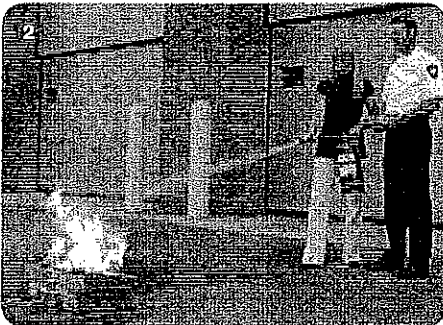
PROP ENABLED

Stainless steel props can be used with the I.T.S. Xtreme training system to simulate different fire scenarios. A trash can^A (Class A); stove top,^B paint locker^B (Class B); and motor^C (Class C) prop are available.

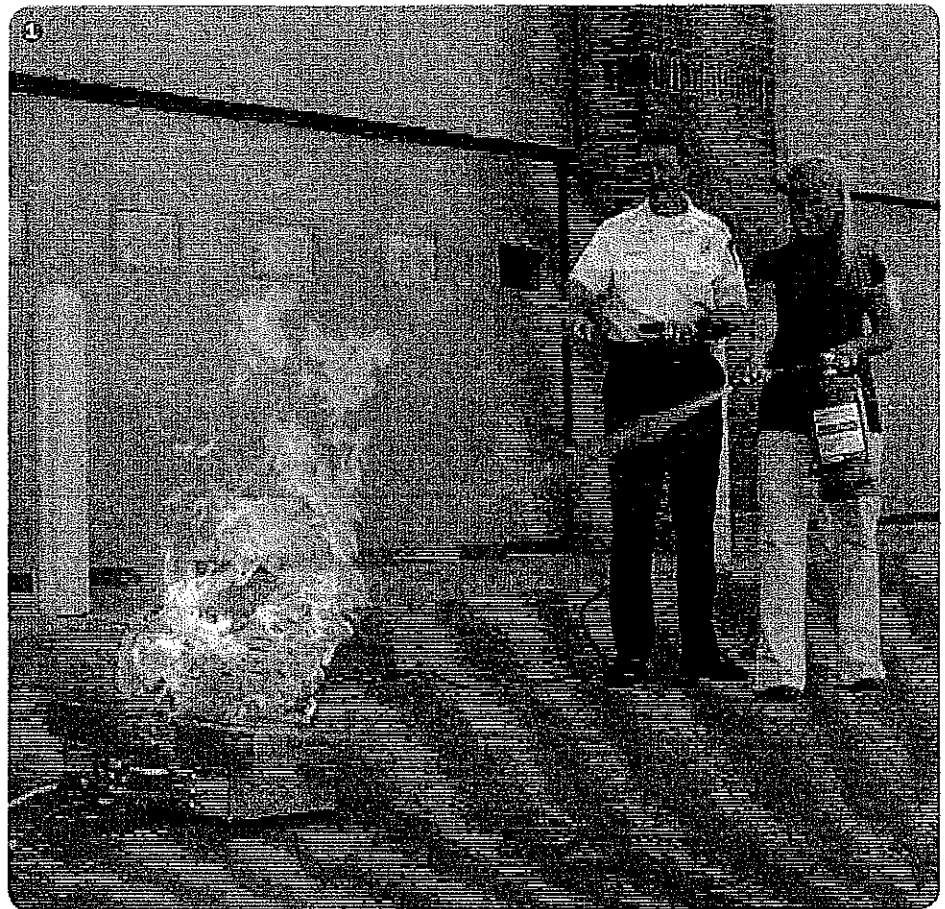


I.T.S. XTREME ADVANTAGES

- Safely train to OSHA requirements.
- Makes training easy and reduces costs significantly with the Bullex rechargeable training extinguishers.
- Grades users making it easy to monitor improvement and proficiency.



FIND OUT WHY
THOUSANDS OF CORPORATIONS, UNIVERSITIES, HOSPITALS, FIRE DEPARTMENTS AND GOVERNMENT AGENCIES ARE USING BULLEX SIMULATORS. FOR A DEMONSTRATION VIDEO AND MORE INFORMATION:
CALL 1-888-4BULLEX / 518-689-2023 ONLINE at WWW.BULLEX.COM



1 Class C Motor Prop in action 2 Xtreme responds directly to the trainee's actions 3 SmartExtinguishers are quickly and easily recharged in the field



I.T.S. XTREME™ [BASE PACKAGE]

P/N: ITSX100 • PRICE: \$6,495



A I.T.S. XTREME BASE UNIT

This enhanced version of I.T.S. features larger flames, a flare-up button to further challenge trainees and is prop-enabled for use with BullEx® Class A, B and C props. I.T.S. Xtreme is constructed of rugged, non-corrosive stainless steel.

B PROP ADAPTER PLATE & CHOICE OF ONE PROP

The prop adapter plate enables you to use any of BullEx's Class A, B or C stainless steel props with your I.T.S. Xtreme training system. Constructed of stainless steel, the prop adapter plate sits on top of the I.T.S. Xtreme base unit.

C 7X SMARTEXTINGUISHER®

Red, rechargeable training extinguisher with pressure gauge and Schrader recharge valve. Discharges seven times before requiring a water refill. Custom colors available.

D HANDHELD CONTROLLER & CONTROLLER CABLE

Start and stop training evolutions, select class of fire to simulate and change fire difficulty settings. Includes an LCD display that shows the status of the system and the trainee's score. Connects to I.T.S. Xtreme via a cable with locking connectors.

E POWER CABLE

This yellow 12V DC power cable plugs into any standard 12V outlet.

F PROPANE SUPPLY KIT

Propane supply hose with quick disconnect fittings and propane regulator. Connects directly to a standard 20 lb. propane tank.

G RECHARGE ACCESSORIES

Funnel, measuring cup and air chuck are included to recharge the SmartExtinguishers with air and water.

H ACCESSORIES CARRYING CASE

Foam-lined carrying case for handheld controller, cables, measuring cup, funnel and air chuck.

• LIMITED WARRANTY

I.T.S. XTREME: One year

PROPS: Two years

• USER MANUAL & "HOW TO OPERATE" TRAINING CD

I.T.S. XTREME™
[PROP PACKAGE]

P/N: ITSX0P3 • PRICE: \$8,790



A I.T.S. XTREME BASE UNIT

This enhanced version of I.T.S. features larger flames, a flare-up button to further challenge trainees and is prop-enabled for use with BullEx® Class A, B and C props. I.T.S. Xtreme is constructed of rugged, non-corrosive stainless steel.

B PROP ADAPTER PLATE & CLASS A, B AND C PROPS

The prop adapter plate enables you to use any of BullEx's Class A, B or C stainless steel props with your I.T.S. Xtreme training system. Trash can (Class A), stove top (Class B), and motor (Class C) props are included. A paint locker prop is also offered as an upgrade.

C 7X SMARTEXTINGUISHER®

Red, rechargeable training extinguisher with pressure gauge and Schrader recharge valve. Discharges seven times before requiring a water refill. Custom colors available.

D HANDHELD CONTROLLER & CONTROLLER CABLE

Start and stop training evolutions, select class of fire to simulate and change fire difficulty settings. Includes an LCD display that shows the status of the system and the trainee's score. Connects to I.T.S. Xtreme via a cable with locking connectors.

E POWER CABLE

This yellow 12V DC power cable plugs into any standard 12V outlet.

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Propane supply hose with quick disconnect fittings and propane regulator. Connects directly to a standard 20 lb. propane tank.

G RECHARGE ACCESSORIES

Funnel, measuring cup and air chuck are included to recharge the SmartExtinguishers with air and water.

H ACCESSORIES CARRYING CASE

Foam-lined carrying case for handheld controller, cables, measuring cup, funnel and air chuck.

I I.T.S. XTREME PROP TRANSPORT CASE

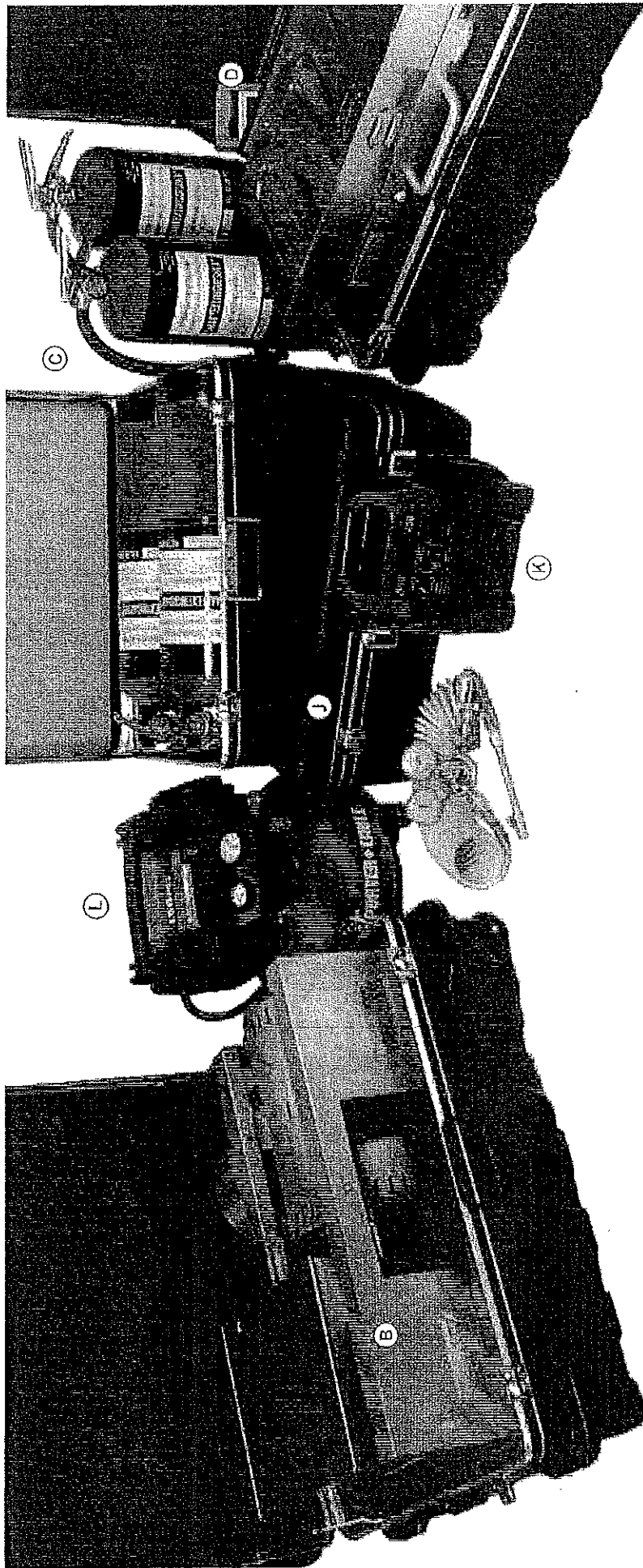
Wheeled industrial grade transport case with custom cutouts to hold all three props and prop adapter plate. Locking latches provide safe and secure storage when not in use.

• LIMITED WARRANTY

I.T.S. XTREME: One year

PROPS: Two years

• USER MANUAL & "HOW TO OPERATE" TRAINING CD



F PROpane SUPPLY KIT

Propane supply hose with quick disconnect fittings and propane regulator. Connects directly to a standard 20 lb. propane tank.

G RECHARGE ACCESSORIES

Funnel, measuring cup and air chuck are included to recharge the SmartExtinguishers with air and water.

H I.T.S. XTREME PROP TRANSPORT CASE

Wheeled industrial grade transport case with custom cutouts to hold all three props and prop adapter plate. Locking latches provide safe and secure storage when not in use.

I I.T.S. XTREME TRANSPORT CASE

This industrial grade, high impact plastic case can be used to quickly and easily transport I.T.S. Xtreme to and from various sites to conduct training. Includes a retractable pull handle and built-in wheels. Locking latches provide safe and secure storage when not in use.

TRANSPORTS: I.T.S. Xtreme Base Unit, handheld controller and

K BATTERY POWER PACK

Power your extinguisher training system with this external battery power pack.

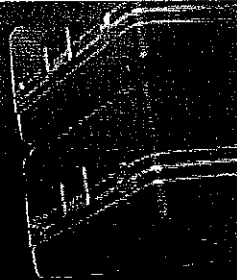
L CHOICE OF AIR REGULATOR KIT OR AIR COMPRESSOR

Recharge SmartExtinguishers from an SCBA tank (2,216 or 4,500 PSI) with this premium brass, high pressure regulator assembly which includes brass fittings and a high quality coiled air hose. Or — choose a six gallon air compressor with a maximum of 150 PSI which ships with a premium air hose and brass fitting kit.

LIMITED WARRANTY

I.T.S. XTREME: One year
PROPS: Two years

READY TO TRANSPORT



I.T.S. XTREME: One year

that

LIVE FIRE RECOMMENDED ACCESSORIES

(A) SMARTEXTINGUISHERS*

Rechargeable training extinguishers with pressure gauge and Schrader recharge valve.

5X SMARTEXTINGUISHER — P/N: SE005XR • PRICE: \$199

Discharges five times before requiring a water refill. Custom colors available.

7X SMARTEXTINGUISHER — P/N: SE007XR • PRICE: \$248

Discharges seven times before requiring a water refill. Custom colors available.

(B) EXTINGUISHER TAMPER SEALS — P/N: TS001 • PRICE: \$49.95

Lock your extinguisher handles in place for a realistic training experience with these tamper seals (500 per package).

(C) AIR REGULATOR KIT W/ ACCESSORIES — P/N: PR001 • PRICE: \$326.52

Recharge SmartExtinguishers from an SCBA tank (2,216 or 4,500 PSI) with this premium brass, high pressure regulator assembly. Includes brass fittings and a high quality coiled air hose.

(D) AIR COMPRESSOR W/ ACCESSORIES — P/N: AC111 • PRICE: \$360

Six gallon air compressor with a maximum of 150 PSI which ships with a premium air hose and brass fitting kit.

(E) ADDITIONAL CLASS A, B OR C PROPS

Additional stainless steel props for use with the I.T.S. Xtreme™ training system to simulate different fire scenarios. A trash can (Class A), stove top (Class B), paint locker (Class B) and motor (Class C) prop are available.

Class A Prop — Trash Can • P/N: PX01A • PRICE: \$795

Class B Prop — Stove Top • P/N: PX01B • PRICE: \$795

Class B Prop — Paint Locker • P/N: PX02B • PRICE: \$895

Class C Prop — Motor • P/N: PX01C • PRICE: \$795

(F) ACCESSORIES CARRYING CASE — P/N: TC005 • PRICE: \$94.85

Foam-lined carrying case for handheld controller, cables, measuring cup, funnel and air chuck.*

(G) INDUSTRIAL GRADE EXTINGUISHER CARRYING CASE —

P/N: CC057 • PRICE: \$220.88

Foam-lined industrial grade carrying case for two extinguishers (any combination of 5X or 7X SmartExtinguishers). Locking latches provide safe and secure storage when not in use.*

(H) 5X/7X ACCESSORIES TRANSPORT CASE —

P/N: TX57X50 • PRICE: \$795.23

This industrial grade, high impact plastic wheeled case can be used to conveniently transport four extinguishers (any combination of 5X or 7X SmartExtinguishers), a battery pack, toolbox and aluminum clipboard. Locking latches provide safe and secure storage when not in use.*

(I) I.T.S.™ / I.T.S. XTREME INDUSTRIAL TRANSPORT CASE —

P/N: IC001 • PRICE: \$795.23

This industrial grade, high impact plastic case can be used to quickly and easily transport I.T.S. / I.T.S. Xtreme to and from various sites to conduct training. Includes a retractable pull handle and built-in wheels. Locking latches provide safe and secure storage when not in use.*

TRANSPORTS: I.T.S. / I.T.S. Xtreme Base Unit, handheld controller and cable, power cable, propane supply kit and recharge accessories.

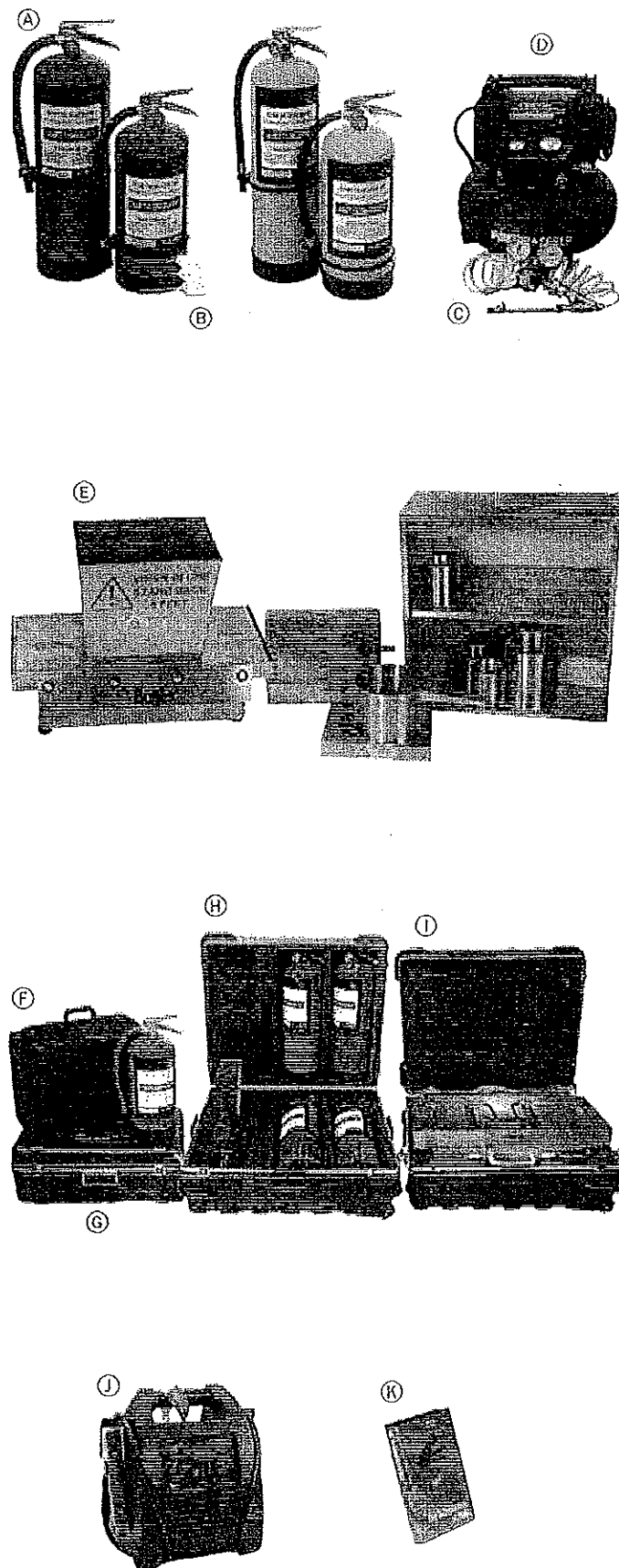
(J) BATTERY POWER PACK — P/N: BP022 • PRICE: \$97.26

Power your extinguisher training system with this external battery power pack.

(K) NFPA® FIRE EXTINGUISHERS AT WORK DVD/VHS

This presentation draws on the requirements in NFPA 10: Portable Fire Extinguishers, the Standard referenced by OSHA in developing its regulations. Covers everything from portable extinguisher basics to advanced strategies for workers in industrial environments. (17 min.)

VHS P/N: NFPA01V • PRICE: \$429.50 • DVD P/N: NFPA02D • PRICE: \$469.50



*ADDITIONAL ITEMS SHOWN NOT INCLUDED.

NFPA® IS A REGISTERED TRADEMARK OF THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.



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1-888-4BULLEX • 1-518-889-2021

LIVE FIRE

[OPTIONAL SERVICE PACKAGES — 002

■ STANDARD CONTRACT — \$385.00/YR

- Once yearly preventative maintenance of your BullEx product. See **TABLE 1** for all service items included in maintenance.
- The cost to ship and pack the unit from BullEx to the customer (via UPS ground within the continental US).
- A 25% discount on all additional parts not included in the annual preventative maintenance. See **TABLE 2** for more detailed part pricing.
- This contract can be purchased any time. If more than two months has elapsed since the end of the warranty period, the annual maintenance needs to be performed within two weeks of the contract purchase date.

■ STANDARD PLUS CONTRACT — \$465.00/YR

- The cost to ship the unit from the customer to BullEx (via UPS ground). (*Packing materials not included.*)
- Once yearly preventative maintenance of your BullEx product. See **TABLE 1** for all service items included in maintenance.
- The cost to ship and pack the unit from BullEx to the customer (via UPS ground within the continental US).
- A 25% discount on all additional parts not included in the annual preventative maintenance. See **TABLE 2** for more detailed part pricing.
- This contract can be purchased any time. If more than two months has elapsed since the end of the warranty period, the annual maintenance needs to be performed within two weeks of the contract purchase date.

■ PREMIUM CONTRACT — \$785.00/YR

- Once a year preventative maintenance of your BullEx product. See **TABLE 1** for all service items included in maintenance.
- Additional services of product as needed.
- Round trip shipping costs covered by BullEx for one service engagement per year. (*Packing materials not included, UPS ground shipping within continental US.*)
- Complete parts coverage of all parts in **TABLE 2**.
- Complete labor coverage for all allowable repair and service work.
- This contract does not cover repair of extreme abuse or negligence. This contract may only be purchased within two months of the expiration date of a current warranty period.

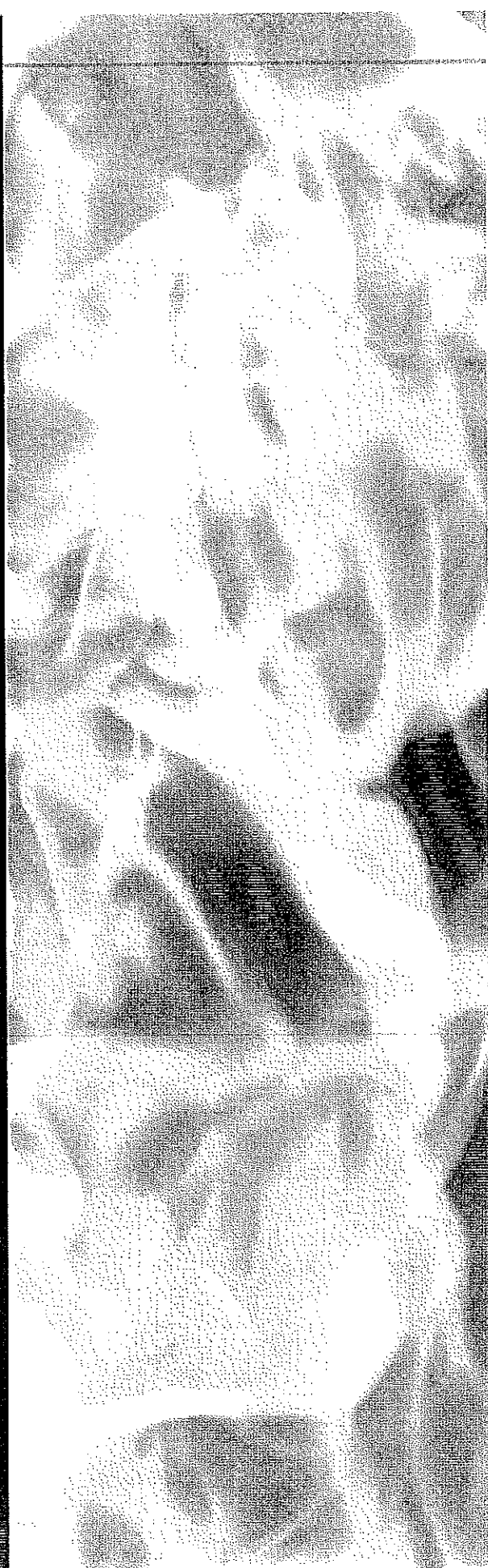
■ AVAILABLE MULTI-YEAR DISCOUNTS

- 5% discount for two (2) year contracts.
- 10% discount for three (3) year and four (4) year contracts.
- 15% discount for a five (5) year contract.



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**TABLE 1. INTELLIGENT TRAINING SYSTEM
ANNUAL PREVENTATIVE MAINTENANCE PRICING**

Description	With Contract	Without Contract Pricing*
Visual Inspection	Included	\$0.00
New Pilot Assembly	Included	\$190.90
New Flame Sensor Assembly	Included	\$150.52
Code Upgrade (if applicable)	Included	\$98.00
Complete System Leak Test	Included	\$50.00
Diagnostic Test	Included	\$25.00
Functionality and Quality Testing	Included	\$50.00
General System Cleaning	Included	\$25.00
Shipping TO** and FROM BullEx	Included	\$100.00-\$200.00 (depending on location)

*Includes BullEx labor rate of \$55.00 per hour.

**Shipping to BullEx included with purchase of Standard Plus Contract or first service of the Premium Contract.

TABLE 2. REPLACEMENT PART PRICING

Part***	Replacement Price (Includes Labor)	Standard Contract Price	Premium Price
Flame Sensor	\$150.52	\$0.00	\$0.00
Igniter Assembly	\$190.92	\$0.00	\$0.00
Proportional Control Valve	\$250.00	\$187.50	\$0.00
Pilot Solenoid	\$175.00	\$131.25	\$0.00
Shut-Off Solenoid	\$225.00	\$168.75	\$0.00
Electronics Box	\$900.00	\$525.30	\$0.00
Set of Transducers (4)	\$100.00	\$25.00	\$0.00
Burner Set	\$97.87	\$73.40	\$0.00
Sensor Shield****	\$39.00	\$29.25	\$0.00/\$11.50
Controller Cable****	\$110.00	\$82.50	\$0.00/\$42.30
Power Cable****	\$125.00	\$93.75	\$0.00/\$61.25
Propane Hose****	\$220.83	\$165.62	\$0.00/\$105.92
Controller****	\$750.00	\$427.30	\$0.00/\$175.00
Burn Box Sheet Metal	\$356.00	\$356.00	\$356.00
Bottom Box Sheet Metal	\$375.00	\$375.00	\$375.00

***Any additional item not listed will be discounted 25% with purchase of Standard or Standard Plus Package.

**** Premium pricing is for "first replacement/any additional replacements." Any failure determined to be caused by a manufacturing defect will be covered at no charge, despite when it fails.



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TOTAL TRAINING



BULLSEYE

LASER-DRIVEN EXTINGUISHER TRAINING SYSTEM

BullsEye uses advanced laser technology to simulate the discharge of dry-chemical or CO₂ extinguishers for a completely clean, safe and cost effective training experience.

BullsEye senses where the user aims and sweeps a laser training extinguisher and automatically varies the LED driven digital flames in response. For training variation, the BullsEye system can also be used with the standard air/water SmartExtinguisher.® This allows your trainees to learn how to effectively use a fire extinguisher in their actual work environment. Training can now take place completely indoors — allowing you to train anywhere, anytime.

[BULLSEYE FEATURES

CLEAN

The BullsEye extinguisher uses a conical laser to replicate discharge rather than depending on a dry-chemical or CO₂ extinguisher.

COST EFFECTIVE

In many cases, organizations can save more than the cost of a training system in the first year alone. Laser-driven training extinguishers plus reduced set-up and clean-up times mean you can train more people in less time.

OVER >>

SAFE

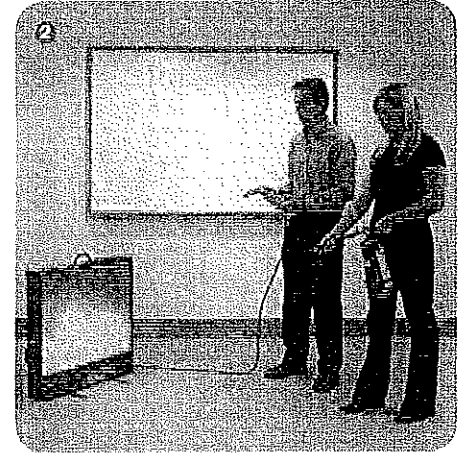
Relies on LED driven digital flames and a laser extinguisher for a completely safe training experience.

REALISTIC

BullsEye extinguishers have sound effects, a timed discharge and are weighted accordingly (5, 10 or 20 lb.) to closely simulate dry-chemical or CO₂ extinguishers.

BULLSEYE ADVANTAGES

- Safely train to OSHA requirements.
- Allows training to take place entirely indoors, in the actual work environment.
- Grades users making it easy to monitor improvement and proficiency.

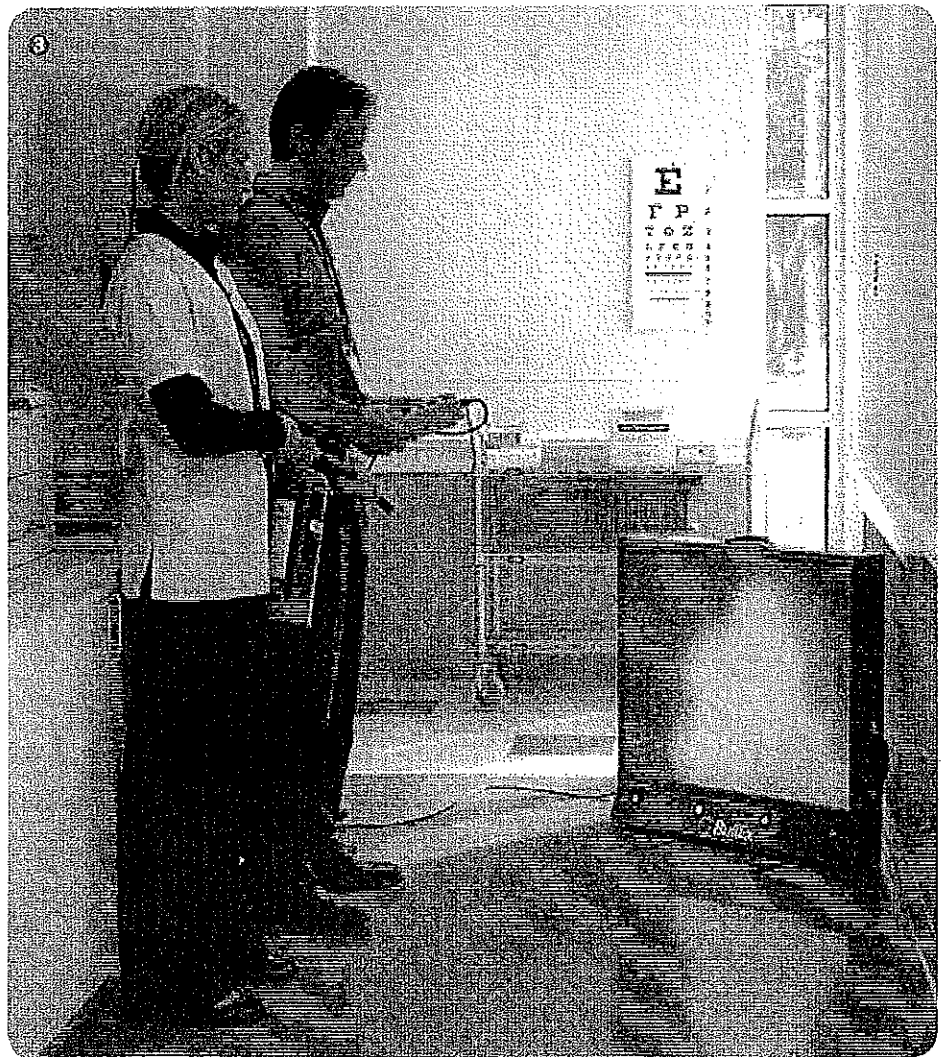
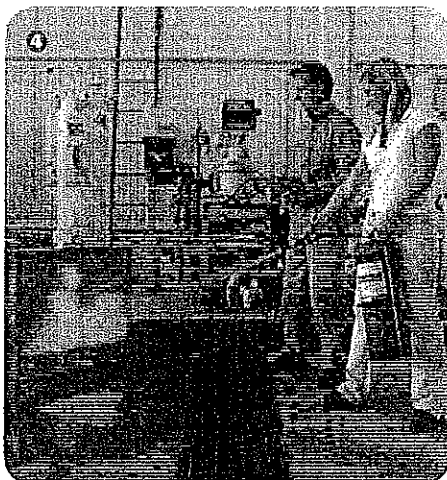


① Industrial training with BullsEye ② Classroom training ③ Healthcare training featuring BullsEye laser extinguisher ④ Extinguisher training with air/water SmartExtinguisher

FIND OUT WHY

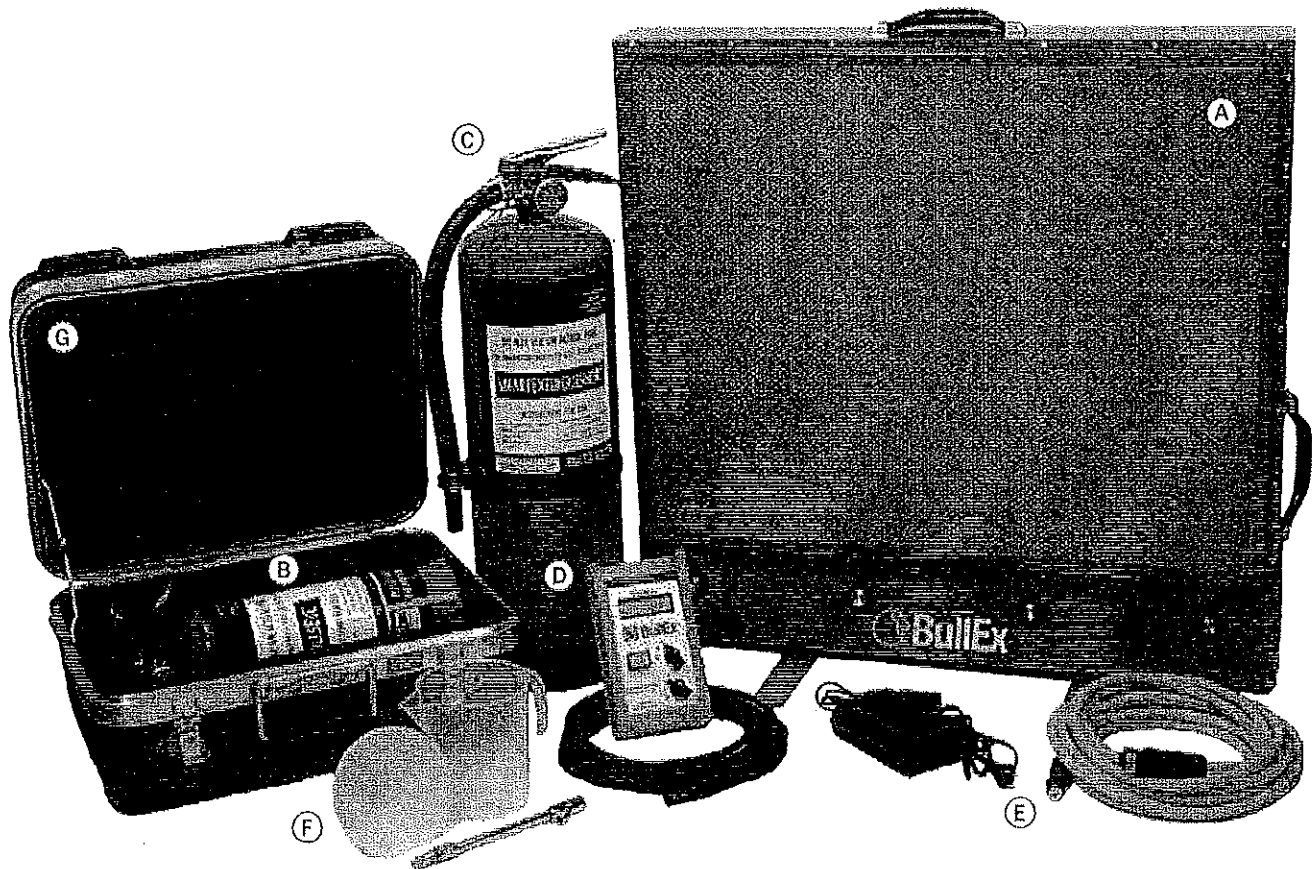
THOUSANDS OF CORPORATIONS, UNIVERSITIES, HOSPITALS, FIRE DEPARTMENTS AND GOVERNMENT AGENCIES ARE USING BULLEX SIMULATORS. FOR A DEMONSTRATION VIDEO AND MORE INFORMATION:

📞 CALL 1-888-4BULLEX / 518-689-2023
🌐 ONLINE at WWW.BULLEX.COM



BULLSEYE™ [BASE PACKAGE]

P/N: HSBE001 • PRICE: \$9,895



(A) BULLSEYE BASE UNIT

The BullsEye training system senses where the user aims and sweeps the laser-driven extinguisher and automatically varies the LED driven digital flames in response. On-board rechargeable batteries and rugged stainless steel construction make the BullsEye system highly portable. For training variation, the BullsEye system can also be used with the standard air/water SmartExtinguisher®.

(B) BULLSEYE 5 LB. LASER EXTINGUISHER

Laser-driven extinguisher which simulates a typical 5 lb. extinguisher. Upgrade to a 10 or 20 lb. laser extinguisher — call for details.

(C) 7X SMARTEXTINGUISHER

Red, rechargeable training extinguisher with pressure gauge and Schrader recharge valve. Discharges seven times before requiring a water refill. Custom colors available.

(D) HANDHELD CONTROLLER & CONTROLLER CABLE

Start and stop training evolutions, select class of fire to simulate and change fire difficulty settings. Includes an LCD display that shows the status of the system and the trainee's score. Connects to BullsEye via a cable with locking connectors.

(E) BATTERY RECHARGER & POWER CABLE

Recharge the BullsEye's on-board batteries with this 110V adapter, or for extended operation time, attach the yellow 12V DC power cable and plug into any standard 12V outlet.

(F) RECHARGE ACCESSORIES

Funnel, measuring cup and air chuck are included to recharge the SmartExtinguishers with air and water.

(G) 5 LB. BULLSEYE EXTINGUISHER CARRYING CASE

This industrial grade, high impact plastic case can be used to conveniently transport two BullsEye extinguishers. Locking latches provide safe and secure storage of the extinguishers when not in use.

• LIMITED TWO YEAR WARRANTY