



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2018-02-21 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:

EE-5.

TITLE:

Recommendation of \$500,000 or Greater - 18-124E - Avigilon Video Surveillance Physical Security

REQUESTED ACTION:

Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: March 2, 2018 through March 1, 2021, 3 Years; User Department: Information & Technology; Award Amount: \$5,000,000; Awarded Vendor(s): Convergent Technologies LLC; ATCi Communications Inc.; CSI Video Security LLC; ER Tech Systems Group Inc. d/b/a Broadcast Systems; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Procurement & Warehousing Services in collaboration with the Information & Technology Department (I&T), released this competitive solicitation to refresh, repair and maintain the District's video surveillance and physical security systems. This RFP contained four (4) bid groups. Separate groups established the ability to accommodate different aspects of the District's security needs and encourage a larger vendor pool. A copy of the bid documents are available online at: http://www.broward.k12.fl.us/supply/agenda/18-124E_AvigilonVideoSurveillancePhysicalSecurity.pdf This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$5,000,000. The funding source will come from Information & Technology's Capital Budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Agreements - 2 (3) Recommendation Tabulation (4) Exhibit 1 (5) Exhibit 2 (6) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Tony Hunter	Phone: 754-321-0400
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **FEB 21 2018**

By: *Nora Rupert*
 School Board Chair

Signature

Maurice Woods
 2/16/2018, 3:27:13 PM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT
ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

February 16, 2018

TO: School Board Members

FROM: Maurice L. Woods 
Chief Strategy & Operations Officer

VIA: Robert W. Runcie
Superintendent of Schools

SUBJECT: **REVISION TO EE-5, RECOMMENDATION OF \$500,000 OR GREATER – 18-124E – AVIGILON VIDEO SURVEILLANCE PHYSICAL SECURITY, FOR THE FEBRUARY 21, 2018, REGULAR SCHOOL BOARD MEETING**

The following is a revision for EE-5, Recommendation of \$500,000 or Greater - 18-124E - Avigilon Video Surveillance Physical Security, for the February 21, 2018, Regular School Board Meeting.

The following revision has been made to the Agenda Request Form:

Exhibits:

- Revised Agenda Request form by adding two (2) additional Agreements, ***CSI video & Security LLC and ER Tech Systems Group Inc. d/b/a Broadcast Systems***

RWR/MLW/MCC:bm
Attachments

cc: Senior Leadership Team

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 18-124E – Avigilon Video Surveillance Physical Security

This request is to approve the recommendation to award Request for Proposal (RFP) 18-124E – Avigilon Video Surveillance Physical Security for a three (3) year term contract from March 2, 2018 through March 1, 2021, with a renewal option of two (2) additional one (1) year periods.

Procurement & Warehousing Services (PWS) in collaboration with the Information & Technology Department (I&T) released this competitive solicitation to refresh, repair and maintain the District's video surveillance and physical security systems across all schools and district locations. This RFP contained four (4) bid groups, and the resulting contract(s) will be used for the purposes below. Separate groups established the ability to accommodate different aspects of the District's security needs and encourage a larger vendor pool.

- Group One (1) is two (2) phases. Phase one (1) is to ensure that every camera feed at every site is usable and recording to a disk-based video management solution and will focus on the configuration/integration of legacy video surveillance cameras into a new Avigilon video management system to facilitate consolidated visibility. This will allow for more effective live security monitoring, quick response in case of emergency and for responding efficiently to surveillance footage requests. I&T began Phase one (1) – see Exhibit 1 for tentative timeline and Exhibit 2 for a list of school and status.

Phase two (2) will replace analog video cameras with IP based cameras and is expected to be completed within three (3) years. In addition to improved video quality and system stability, phase two (2) will also include the installation of additional cameras to cover any blind spots for areas currently lacking adequate coverage.

- Group Two (2) is the maintenance of the existing legacy systems, which need to remain functioning with as minimal downtime as possible until they are upgraded and refreshed. The legacy cameras are failing and in need of repair.
- Group Three (3) is video surveillance equipment only, which will provide a procurement vehicle for replacement work completed by in-house resources.
- Group Four (4) is the maintenance of the AMAG door access system. The AMAG system is the currently utilized access control system utilized and supported throughout the District. This will provide a procurement vehicle for the continued maintenance of the current AMAG system and facilitate the ability to make changes as needed at sites.

Awarded Vendors include:

Group 1 and 2: Convergent (Primary Awardee) and ATCi Communications, Inc (Alternate Awardee)

Group 3: CSI Video Security LLC (Primary Awardee), Convergent (Alternate Awardee) and ER Tech Systems Group Inc d/b/a Broadcast Systems (alternate awardee)

Group 4: Convergent (Primary Awardee)

Recommendation of \$500,000 or Greater
18-124E – Avigilon Video Surveillance and Physical Security
February 21, 2018 Board Agenda
Page 2

The current contract is awarded to one (1) Vendor. The previous agreement started July 26, 2017 through March 1, 2018, and had a spending authority of \$815,000, but was awarded contingent on this RFP.

Financial Impact

The requested spending authority is \$5,000,000, as approved at the September 6, 2017, District Educational Facilities Plan (DEFP) meeting. PWS will come to the School Board after the Fiscal Year 2018/2019 budget process to increase spend authority, if needed.

Estimated Savings / Cost Avoidance

The School Board rejected RFP 17-198E during the July 25, 2017 (item E-3) School Board Meeting so that the RFP specifications could be revised to specify the Avigilon brand. This item is the replacement RFP and reduction of the warranty from an extended five (5) year duration to manufacturer’s standard three (3) year duration facilitated a cost avoidance of approximately twenty (20) percent or \$5,351,116.

Additionally, hourly labor rates and equipment costs decreased as follows:

Current Contract (approved July 25, 2017 item EE-7) Pricing compared to New Bid Pricing			
Description	Current Contract	New Bid	% Difference
Higher Skilled Technicians Hourly Rate (Break/Fix or Installation Labor)	\$115.00	\$95.00	17%
Standard Technician Hourly Rate (New Installation Labor Only)	\$115.00	\$80.00	30%
Equipment (video cameras, mounts, brackets, software) (Average) Discount off List	14%	28%	14%

Procurement Method

The solicitation ran from October 23, 2017 through November 28, 2017. There were 1,405 vendors notified, twenty-six (26) vendors downloaded the RFP, and six (6) bids were received before bid opening.

The RFP evaluation committee consisted of six (6) individuals representing a cross-section including a Principal, an individual from SIU, Environmental Health & Safety, BECON, and I&T. Award recommendation is based on the highest scoring responsive and responsible bidders. All groups are awarded to a primary and multiple alternate awardees, with the exception of AMAG.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of January, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(Hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CONVERGINT TECHNOLOGIES LLC
(Hereinafter referred to as "VENDOR"),
whose principal place of business is
One Commerce Drive, Schaumburg, Illinois 60173

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as "RFP"), dated October 23, 2017, and amended by Addendum No. 1 dated November 03, 2017, Addendum No. 2 dated November 06, 2017, Addendum No. 3 dated November 06, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security and Services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to (describe services/work VENDOR will provide). This entails video surveillance equipment installation, repair and AMAG by Symmetry electronic door access installation and associated labor; and

WHEREAS, the SBBC is in need of certain products and services and has selected the VENDOR to provide such products and services; and

WHEREAS, VENDOR is willing to provide such products and services to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon approval by both parties and conclude on **January 18, 2021**. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the Agreement beyond the initial Agreement period or beyond any renewal period for an additional one-hundred and eighty (180) days.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the products and services described in **Attachment A** (Scope of Services RFP18-124E).

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Attachment A (Scope of Services RFP18-124E)
- Third: Addendum No. 5 to RFP 18-124E
- Fourth: Addendum No. 4 to RFP 18-124E
- Fifth: Addendum No. 3 to RFP 18-124E
- Sixth: Addendum No. 2 to RFP 18-124E
- Seventh: Addendum No. 1 to RFP 18-124E
- Eighth: RFP 18-124E – Avigilon Video Surveillance Physical Security
- Ninth: Proposal submitted by VENDOR in response to RFP 18-124E

2.03 **Vendor Responsibilities.** Upon receipt of written and dispatched instructions from SBBC Information & Technology Department (hereinafter “I&T”) staff as to the location of the SBBC Security System in need of repair and/or replacement, VENDOR shall immediately perform an appropriate inspection of the respective location(s). Additionally, VENDOR shall, within the time frames indicated within the SBBC written and dispatched instructions as to the location of the SBBC Security System in need of repair and/or replacement, submit a written proposal containing the information as follows: a) Scope of Work and b) price. Subsequent to receipt of a Purchase Order from SBBC, VENDOR shall perform all of the work necessary to repair and/or replace the SBBC Security System(s) pursuant to the Purchase Order and VENDOR’s written proposal that has received prior approval by SBBC I&T staff. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from SBBC I&T, nor guaranteed to receive a Purchase Order subsequent to VENDOR’s submission of written approval.

2.04 **SBBC Responsibilities.** SBBC shall dispatch written instructions to VENDOR, as to the location of the SBBC Security System in need of repair and/or replacement. Such written and dispatched instructions will include appropriate timelines for VENDOR’s

completion of the inspection and VENDOR's submission of its written proposal to SBBC I&T staff. Upon receipt of VENDOR's written proposal SBBC shall, within a reasonable period of time, review VENDOR's written proposal. SBBC I&T Staff shall, in their sole discretion and in the best interest of SBBC, make a determination of whether the VENDOR's written proposal is approved. Subsequent to approval of the VENDOR's written proposal, SBBC may issue a Purchase Order for the approved Scope of Work within the approved timelines.

2.05 **Cost of Services.** VENDOR's written proposal for all goods and services necessary to repair and/or replace the SBBC Security System shall be based on the VENDOR charging costs as listed on **Attachment A** for service labor, equipment and materials inclusive of shipping and handling costs. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposal based upon those inspections.

2.06 **Billing Instructions and Payment.** Upon completion of the Work, VENDOR shall submit an invoice to SBBC to: Technical Support Services, Information & Technology Broward County Public Schools, 7720 West Oakland Park Boulevard, Sunrise Florida 33351. VENDOR's invoices shall state the assigned purchase order number for verification by SBBC I&T staff. All invoices submitted are subject to SBBC I&T staff's approval. All SBBC I&T staff approved VENDOR invoices will be paid net thirty (30) days.

2.07 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall

have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: Mr. Phil Cerber
Convergent Technologies
11824 Miramar Parkway
Miramar, Florida 33025

2.09 **BACKGROUND SCREENING.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

2.11 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **S/M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified S/M/WBE Vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, S/M/WBE Vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding S/M/WBE participation, including dollars spent on S/M/WBE Vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for S/M/WBE Vendor participation suggested by SBBC. If at any time during the

term the parties agree that it is reasonably feasible to include a specific dollar figure for S/M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes,

or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Attachment A, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

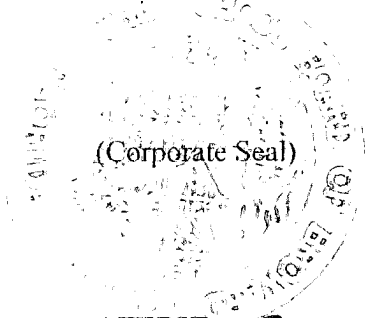
B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for

damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

C. In no event shall either VENDOR or SBBC be liable to the other party hereto, or to any indemnitee, for special, indirect, incidental or consequential damages, including commercial loss, loss of use or lost profits (whether as a direct or consequential damage), even if that party has been advised of the possibility of such damages.

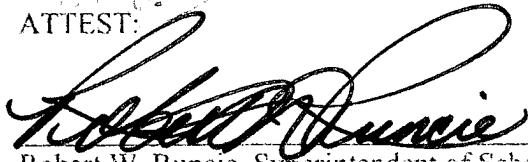
3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



(Corporate Seal)

ATTEST:


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M. Smith
Date: 2018.02.02 14:57:58 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

CONVERGINT TECHNOLOGIES LLC

ATTEST:

By *Eric Balaban*
Eric Balaban, Florida General Manager

_____, Secretary

-or-
Witness *[Signature]*
Witness *[Signature]*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

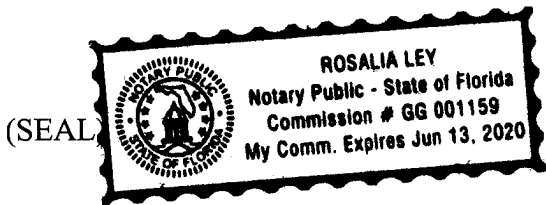
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of January, 2018 by Eric Balaban of Convergent Technologies, LLC Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



Rosalia Ley
Signature - Notary Public

Rosalia Ley
Printed Name of Notary

Notary's Commission No.

Attachment "A" Scope of Services RFP 18-124E

Group 1 and 2:

Convergent Technologies will provide three (3) Service Specialist to support the productive hours (as identified in RFP 18-124E)

The resources will be available as such:

- **Monday - Friday (7:30AM-4:30PM)**
Three (3) Service Specialist available to support break/fix calls during normal business hours
This assumes an 8-hour work day with one-hour lunch (unpaid).
- **Monday – Friday (After Hours)**
One (1) Service Specialist to support P1 calls
- **Saturday/Sunday/Holiday**
One Service (1) Specialist to support P1 calls

During absences greater than two days, such as vacation and training, Convergent will backfill to support the work demands of SBBC and determine backfill staffing plan to ensure uninterrupted support as approved by SBBC.

Convergent Technologies will provide one (1) dedicated Project Coordinator and will be assigned to the SBBC staff to support as follows:

- Coordination of all aspects of the various service work.
- Vetting remedy tickets, assisting with coordinating call dispatch as needed.
- End-user training (as needed).
- Creating reports and system documentation.
- Coordination activities with other vendors to assure the smooth transition of sites to new platforms.
- Maintain a comprehensive plan and calendar for the various tasks required.

To properly support Service request that require material to replace defective equipment, Convergent will provide SBBC with formal quotes to repair equipment and complete upon issuance of a Purchase Order from SBBC.

Service Contact Information

Primary: 954-364-9709

After-Hours: 877-735-1110

Email: FLService@convergent.com

Service Contact Hourly Rates:

Service Role	Normal Hours	After-Hours	Holidays
Service Specialist (Group 1&2 Refresh & Break-Fix)	\$95.00	\$142.00	\$190.00
Service Installer (Group 1 Refresh only)	\$80.00	\$120.00	\$160.00
Project Coordinator (Service Account Rep)	\$102.00	\$153.00	\$204.00

Service Monthly Billing Schedule:

Service Specialist normal business hours

1952 hours x \$95/hr. billable rate (per Service Specialist)

Monthly: \$15,454

Service Account Representative (Project Coordinator)

1952 hours x \$102/hr. billable rate

Monthly: \$16,592

After-Hours

Billing will be added separately as it occurs

Attachment "A" Scope of Services RFP 18-124E

Break/Fix Service Level Agreements (SLAs)

All work orders entered in Remedy and iCare assigned with the Priority levels will follow the associated response times indicated below.

Priority	Description	24/7	Remedy Update* (hours)	On-Site Response (hours)
1	Emergency	Yes	1	3 hours, if call is made before 1pm
2	Urgent	No	1	Next business day
3	Standard	No	1	2 business days
4	Scheduled/Parts Only	No	1	Scheduled

**Remedy updates for all service requests will be acknowledged and updated within 1 hour during normal business hours of Monday through Friday, 8:00 am to 5:00 pm (ET). After-hours service requests made between 5:00pm and 8:00am (ET) will be updated in Remedy the following business day.*

Priority	Description
P1	A significant interruption to a critical security technology component. This could be a camera in a critical area, a perimeter card reader door that cannot be secured or another mutually agreed upon component interruption.
P2	Interruption to the normal operation of the system that does not create security vulnerability. Could be a low priority camera or an interior door that does not create a security breach
P3	A minor or cosmetic defect with a component that does not impact the performance of the system. Could be a failed LED, non-operational software bug, or similar non-operational failure
P4	A scheduled activity such as preventative maintenance or small service project.

Additional SLA's

SLA	Metric	Description
First Time Fix	50%	Percentage of service request fixed on first on-site visit.
Installation Timeliness	<14 Business Days	Deliver and begin to install items ordered within fourteen (14) days after receipt of purchase order.
Repair Timeliness	<2 Business Days	Work should begin within two (2) business days of parts arrival and completed by next business day based on site readiness and availability.

Operations Schedule and Afterhours

Time	Description
School Year Per SBBC Schedule	Convergent will provide Service Specialists Monday through Friday to ensure coverage between the hours of 7:30am and 4:30 pm (ET).
Summer Per SBBC Schedule	Convergent will provide Service Specialists Monday through Thursday between the hours of 7:00am and 5:30pm (ET). Schedules can be modified to accommodate any Friday support with a 5-business day notice.
After-hours (4:30pm – 7:30am, ET)	<p>P1 requests made after 1:00pm and before 8:00am (ET) Mon-Fri, or on weekends and holidays, will be responded to within 4 hours.</p> <p>Emergency P1 service requests made between the hours of 4:30pm-7:30am (ET) Monday through Friday or on weekends and holidays must be submitted by contacting Convergent's after-hours emergency number at (877) 735-1110.</p> <p>All after-hour emergency P1 service requests responded to within the hours of 4:30pm and 7:30am (ET) Monday through Friday or on weekends and holidays will be billable on a portal to portal basis at Convergent's after-hours rate.</p>

Attachment "A" Scope of Services RFP 18-124E

Convergint Contact Information

Primary CTC Supporting SBBC
 11824 Miramar Parkway
 Miramar FL, 33025

Name, Title & Role	Contact Information	
<p>Art Rojo Service Account Representative -Serves as a project coordination for program work and services.</p>	Email:	arthur.rojo@convergint.com
	Phone:	786-831-2027
<p>Phil Cerber Business Development Manager -Provides account management and strategic leadership -Manages overall customer relationship -Oversees all proposal requests and submissions</p>	Email:	phil.cerber@convergint.com
	Phone:	786-877-8838
<p>Keith Johnson Florida Service Manager -Serves as an escalation point for service issues.</p>	Email:	keith.johnson@convergint.com
	Phone:	321-501-4842
<p>Eric Balaban Florida General Manager -Serves as an escalation point for performance issues</p>	Email:	eric.balaban@convergint.com
	Phone:	954-646-6369

AGREEMENT

THIS AGREEMENT is made and entered into as of this 25th day of February, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ATCI COMMUNICATIONS, INC
(Hereinafter referred to as "VENDOR"),
whose principal place of business is
1270 NW 165th Street, Miami, FL 33169

WHEREAS, SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as "RFP"), dated October 23, 2017, and amended by Addendum No. 1 dated November 03, 2017, Addendum No. 2 dated November 06, 2017, Addendum No. 3 dated November 06, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security and Services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to (describe services/work VENDOR will provide). This entails video surveillance equipment installation, repair and AMAG by Symmetry electronic door access installation and associated labor; and

WHEREAS, the SBBC is in need of certain products and services and has selected the VENDOR to provide such products and services; and

WHEREAS, VENDOR is willing to provide such products and services to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon approval by both parties and conclude on January 18, 2021. The term of the Agreement may be extended by two (2) additional one-year periods. In addition, SBBC has the option to extend the Agreement beyond the initial Agreement period or beyond any renewal period for an additional one-hundred and eighty (180) days.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the products and services described in **Attachment A** (Scope of Services).

2.03 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Attachment A (Scope of Services)
- Third: Addendum No. 5 to RFP 18-124E
- Fourth: Addendum No. 4 to RFP 18-124E
- Fifth: Addendum No. 3 to RFP 18-124E
- Sixth: Addendum No. 2 to RFP 18-124E
- Seventh: Addendum No. 1 to RFP 18-124E
- Eighth: RFP 18-124E – Avigilon Video Surveillance Physical Security
- Ninth: Proposal submitted by VENDOR in response to RFP 18-124E

2.04 **Vendor Responsibilities.** Upon receipt of written and dispatched instructions from SBBC Information & Technology Department (hereinafter “I&T) staff as to the location of the SBBC Security System in need of repair and/or replacement, VENDOR shall immediately perform an appropriate inspection of the respective location(s). Additionally, VENDOR shall, within the time frames indicated within the SBBC written and dispatched instructions as to the location of the SBBC Security System in need of repair and/or replacement, submit a written proposal containing the information as follows: a) Scope of Work and b) price. Subsequent to receipt of a Purchase Order from SBBC, VENDOR shall perform all of the work necessary to repair and/or replace the SBBC Security System(s) pursuant to the Purchase Order and VENDOR’s written proposal that has received prior approval by SBBC I&T staff. VENDOR shall not commence work prior to receipt of a Purchase Order from SBBC. VENDOR agrees that it is neither guaranteed to receive written and dispatched instructions from SBBC I&T, nor guaranteed to receive a Purchase Order subsequent to VENDOR’s submission of written approval.

2.05 **SBBC Responsibilities.** SBBC shall dispatch written instructions to VENDOR, as to the location of the SBBC Security System in need of repair and/or replacement. Such written and dispatched instructions will include appropriate timelines for VENDOR’s completion of the inspection and VENDOR’s submission of its written proposal to SBBC I&T staff. Upon receipt of VENDOR’s written proposal SBBC shall, within a reasonable period of time, review VENDOR’s written proposal. SBBC I&T Staff shall, in their sole discretion and in the best interest of SBBC, make a determination of whether the VENDOR’s written proposal is approved. Subsequent to approval of the VENDOR’s written proposal, SBBC may issue a Purchase Order for the approved Scope of Work within the approved timelines.

2.06 **Cost of Services.** VENDOR's written proposal for all goods and services necessary to repair and/or replace the SBBC Security System shall be based on the VENDOR charging costs as listed on Attachment A for service labor, equipment and materials inclusive of shipping and handling costs. There shall be no costs associated with the VENDOR's inspections and preparation of a written proposal based upon those inspections.

2.07 **Billing Instructions and Payment.** Upon completion of the Work, VENDOR shall submit an invoice to SBBC to: Technical Support Services, Information & Technology Broward County Public Schools, 7720 West Oakland Park Boulevard, Sunrise Florida 33351. VENDOR's invoices shall state the assigned purchase order number for verification by SBBC I&T staff. All invoices submitted are subject to SBBC I&T staff's approval. All SBBC I&T staff approved VENDOR invoices will be paid net thirty (30) days.

2.08 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term "VENDOR Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the VENDOR'S facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.09 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: TIMOTHY MORENO - DIRECTOR/GOV'T
SYSTEMS
ATCI COMMUNICATIONS, INC.
1270 NW 165th Street, Miami, FL 33169

2.10 **BACKGROUND SCREENING.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with

students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

2.12 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others

that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **S/M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified S/M/WBE Vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, S/M/WBE Vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding S/M/WBE participation, including dollars spent on S/M/WBE Vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for S/M/WBE Vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for S/M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any

complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** **Attachment A**, attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining

portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

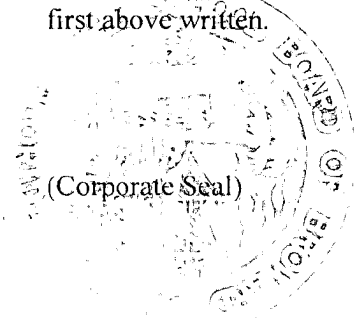
B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs

and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

C. In no event shall either VENDOR or SBBC be liable to the other party hereto, or to any indemnitee, for special, indirect, incidental or consequential damages, including commercial loss, loss of use or lost profits (whether as a direct or consequential damage), even if that party has been advised of the possibility of such damages.

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2018.02.06 09:13:14 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

ATCI COMMUNICATIONS, INC

By *V. J. Vento* *GM*
Vincent J. Vento
General Manager

_____, Secretary

Witness *Charles Fisher*

Witness *Timothy Malone*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF *Florida*

COUNTY OF *Miami Dade*

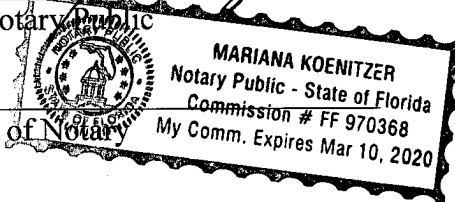
The foregoing instrument was acknowledged before me this *5* day of *February*, 20*18* by *Vincent J. Vento* of

_____, Name of Person
ATCI Communications, on behalf of the corporation/agency.
_____, Name of Corporation or Agency

He/She is *personally known to me* or produced _____ as
identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public



Printed Name of Notary

Notary's Commission No.

(SEAL)

ATTACHMENT A

SCOPE OF SERVICES RFP 18-124E

Group 1 and 2:

VENDOR will provide three (3) Service Specialist to support the productive hours (as identified in RFP 18-124E)

The resources will be available as such:

- **Monday - Friday (7:30AM-4:30PM)**
Three (3) Service Specialist available to support break/fix calls during normal business hours
This assumes an 8-hour work day with one-hour lunch (unpaid).
- **Monday – Friday (After Hours)**
One (1) Service Specialist to support P1 calls
- **Saturday/Sunday/Holiday**
One Service (1) Specialist to support P1 calls

During absences greater than two (2) days, such as vacation and training, VENDOR will backfill to support the work demands of SBBC and determine backfill staffing plan to ensure uninterrupted support as approved by SBBC.

VENDOR will provide one (1) dedicated Project Coordinator and will be assigned to the SBBC staff to support as follows:

- Coordination of all aspects of the various service work.
- Vetting remedy tickets, assisting with coordinating call dispatch as needed.
- End-user training (as needed).
- Creating reports and system documentation.
- Coordination activities with other vendors to assure the smooth transition of sites to new platforms.
- Maintain a comprehensive plan and calendar for the various tasks required.

To properly support Service request that require material to replace defective equipment, VENDOR will provide SBBC with formal quotes to repair equipment and complete upon issuance of a Purchase Order from SBBC.

Service Contact Information

Primary: (123)456-7898

After-Hours: (123) 456-789

Email:

Service Contact Hourly Rates:

Service Role	Normal Hours	After-Hours	Holidays
Service Specialist (Group 1&2 Refresh & Break-	\$90.00	\$120.00	\$190.00
Service Installer (Group 1 Refresh only)	\$80.00	\$120.00	\$160.00
Project Coordinator (Service Account Rep)	\$105.00	\$ 157.50	\$ 210.00

Service Monthly Billing Schedule:

Service Specialist normal business hours

1952 hours x \$90/hr. billable rate (per Service Specialist) Monthly:
\$14,640

Service Account Representative (Project Coordinator)

1952 hours x \$105/hr. billable rate
Monthly: \$17,080

After-Hours: Billing will be added separately as it occurs

Break/Fix Service Level Agreements (SLAs)

All work orders entered in Remedy and iCare assigned with the Priority levels will follow the associated response times indicated below.

Priority	Description	24/7	Remedy Update*	On-Site Response (hours)
1	Emergency	Yes	1	3 hours, if call is made before 1pm
2	Urgent	No	1	Next business day
3	Standard	No	1	2 business days
4	Scheduled/Parts Only	No	1	Scheduled

**Remedy updates for all service requests will be acknowledged and updated within 1 hour during normal business hours of Monday through Friday, 8:00 am to 5:00 pm (ET). After-hours service requests made between 5:00pm and 8:00am (ET) will be updated in Remedy the following business day.*

Priority	Description
P1	A significant interruption to a critical security technology component. This could be a camera in a critical area, or another mutually agreed upon component interruption.
P2	Interruption to the normal operation of the system that does not create security vulnerability. Could be a low priority camera or situation.
P3	A minor or cosmetic defect with a component that does not impact the performance of the system. Could be a failed LED, non-operational software bug, or similar non-operational failure
P4	A scheduled activity such as preventative maintenance or small service project.

Additional SLA's

SLA	Metric	Description
First Time Fix	50%	Percentage of service request fixed on first on-site visit.
Installation Timeliness	<14 Business Days	Deliver and begin to install items ordered within fourteen (14) days after receipt of purchase order.
Repair Timelines	<2 Business Days	Work should begin within two (2) business days of parts arrival and completed by next business day based on site readiness and availability.

Operations Schedule and Afterhours

Time	Description
School Year Per SBBC	VENDOR will provide Service Specialists Monday through Friday to ensure coverage between the hours of 7:30am and 4:30 pm (ET).
Summer Per SBBC Schedule	VENDOR will provide Service Specialists Monday through Thursday between the hours of 7:00am and 5:30pm (ET). Schedules can be modified to accommodate any Friday support with a 5-business day notice.
After-hours (4:30pm – 7:30am, ET)	<p>P1 requests made after 1:00pm and before 8:00am (ET) Mon-Fri, or on weekends and holidays, will be responded to within 4 hours.</p> <p>Emergency P1 service requests made between the hours of 4:30pm-7:30am (ET) Monday through Friday or on weekends and holidays must be submitted by contacting VENDOR's after-hours emergency number at (877) 735-1110.</p> <p>All after-hour emergency P1 service requests responded to within the hours of 4:30pm and 7:30am (ET) Monday through Friday or on weekends and holidays will be billable on a portal to portal basis at VENDOR's after-hours rate.</p>

VENDOR Contact Information

Name, Title & Role	Contact Information	
Name Service Account Representative -Serves as a project coordination for program work and services.	Email:	
	Phone:	
Name Account Manager -Provides account management and strategic leadership -Manages overall customer relationship -Oversees all proposal requests and submissions	Email:	
	Phone:	



RFP #:	<u>18-124E</u>	Tentative Board Meeting Date*:	<u>January 17, 2018</u>	
RFP Title:	<u>AVIGILON VIDEO SURVEILLANCE PHYSICAL SECURITY</u>	# Notified:	<u>1253</u>	# Downloaded: <u>26</u>
		# of Responses Rec'd:	<u>6</u>	# of "No Bids": <u>0</u>
For:	<u>INFORMATION & TECHNOLOGY DEPARTMENT</u> (School/Department)	Select One Opening Date :	<u>November 28, 2017</u>	
Fund:	<u>CAPITAL BUDGET</u>	Advertised Date:	<u>October 23, 2017</u>	

POSTING OF Select One RECOMMENDATION/TABULATION: Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on DECEMBER 7, 2017 @ 3:00 pm and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

IN ACCORDANCE WITH SECTION 5.0 OF RFP 18-097E, PROPOSSALS RECEIVED WERE REVIEWED AND SCORED BY AN EVALUATION COMMITTEE CONSISTING OF:

- CHUCK GRIFFIN, ENGINEERING MANAGER, BECON
- ED KESSLER, SYSTEMS ANALYST IV, INFORMATION & TECHNOLOGY DEPARTMENT
- JACK SPEAR, BUILDING CONTROLS SPECIALIST, ENVIRONMENTAL HEALTH AND SAFETY
- MAURICE RANCOURT, SYSTEM SUPPORT SPECIALIST II, INFORMATION & TECHNOLOGY
- RICHARD MIJON, PERSONNEL ADMINISTRATOR, SPECIAL INVESTIGATION UNIT (SIU)
- VIVIAN SUAREZ, PRINCIPAL, CORAL SPRINGS HIGH SCHOOL

BASED UPON THE COMMITTEE'S RECOMMENDATION, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE FOLLOWING PROPOSERS LISTED BELOW WHO HAVE COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP.

GROUP 1:

- ❖ CONVERGINT TECHNOLOGIES LLC, PRIMARY AWARDEE
- ❖ ATCI COMMUNICATIONS, ALTERNATE AWARDEE

GROUP 2:

- ❖ CONVERGINT TECHNOLOGIES LLC, PRIMARY AWARDEE
- ❖ ATCI COMMUNICATIONS, ALTERNATE AWARDEE

GROUP 3:

- ❖ CSI VIDEO SECURITY LLC, PRIMARY AWARDEE
- ❖ CONVERGINT TECHNOLOGIES LLC, ALTERNATE AWARDEE
- ❖ ER TECH SYSTEMS GROUP IN DBA BROADCAST SYSTEMS, ALTERNATE AWARDEE

GROUP 4:

- ❖ CONVERGINT TECHNOLOGIES LLC, PRIMARY AWARDEE

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



TWO (2) PROPOSALS DID NOT MEET THE MINIMUM ELGIBILITY REQUIREMENTS AND ARE BEING RECOMMENDED FOR REASONS STATED ON THE ATTACHED REJECTION SHEET, THE PROPOSALS, IN THEIR ENTIRETY, AS REJECTED.

THE AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSERS

CONTRACT PERIOD: JANUARY 18, 2018 THROUGH JUNE 30, 2021.

By: James Digitally signed by James Cleveland
Location: (SBC) PWS
Date: 2017.10.10 14:11:31 -0500 Date: 10/10/2017
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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18-124E
BID REJECTIONS

REJECT BID FROM NEOSYS INTEGRATIONS, LLC

THE PROPOSER'S LACK OF BIDDING ON ALL ITEMS WITHIN A GROUP, CAUSED IT TO BE NON-RESPONSIVE FOR FAILURE TO COMPLY WITH SECTION 2.7.1 OF THE RFP.

AS STATED IN SECTION 2.7.1:

"IN ORDER TO MEET THE NEEDS OF SBBC, THIS RFP WILL BE AWARDED BY GROUP TO ONE PRIMARY VENDOR AND UP TO TWO (2) ALTERNATE RESPONSIVE AND RESPONSIBLE VENDORS MEETING THE SPECIFICATIONS, TERMS AND CONDITIONS. THE PRIMARY AWARDEE FOR A GROUP SHOULD RECEIVE THE LARGEST VOLUME OF WORK. **THEREFORE, IT IS NECESSARY TO BID ON EVERY ITEM IN THE GROUP, AND ALL ITEMS IN THE GROUP MUST MEET SPECIFICATIONS IN ORDER TO HAVE THE BID CONSIDERED FOR AWARD. PROPOSERS MUST BID ON ALL ITEMS IN EACH GROUP TO BE CONSIDERED FOR THAT GROUP.**

REJECT BID FROM HOLB-SIERRA CORP

PROPOSER FAILED TO PROVIDE CERTIFICATION OF DEBARMENT OR PROVIDE AN ATTACHMENT EXPLAINING WHY CERTIFICATION OF DEBARMENT WAS NOT PROVIDED.

AS STATED IN SECTION 7.6.1 B:

"WHERE THE PROSPECTIVE LOWER TIER PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, **SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS BID.**

AS STATED ON ATTACHMENT G:

"THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12529, DEBARMENT AND SUSPENSION, 45 CFR 1183.35, PARTICIPANTS' RESPONSIBILITIES.

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID

RFP Number:

18-124E

RFP Title:

Avigilon Video Surveillance
Physical Security

Purchasing Agent Name:

Harmoni Clealand

Date Opened:

November 28, 2017

Evaluation Meeting

December 7, 2017

Group 1		
Proposer's Name	Evaluation Points	Recommended for Award
ATCi Communications	73	Alternate
Convergint Technologies LLC	85	Primary
Holb Sierra Corp	DISQUALIFIED	

Group 2		
Proposer's Name	Evaluation Points	Recommended for Award
ATCi Communications	73	Alternate
Convergint Technologies LLC	86	Primary

Group 3		
Proposer's Name	Evaluation Points	Recommended for Award
Convergint Technologies LLC	72	Alternate
CSI Video Security LLC	83	Primary
ER Tech Systems Group Inc DBA Broadcast Systems	70	Alternate
Holb Sierra Corp	DISQUALIFIED	
Neosys Integrations LLC	DISQUALIFIED	

Group 4		
Proposer's Name	Evaluation Points	Recommended for Award
Convergint Technologies LLC	93	Primary
Holb Sierra Corp	DISQUALIFIED	

Exhibit 1 - Tentative Video Surveillance Timeline
For Group 1, Phase 1

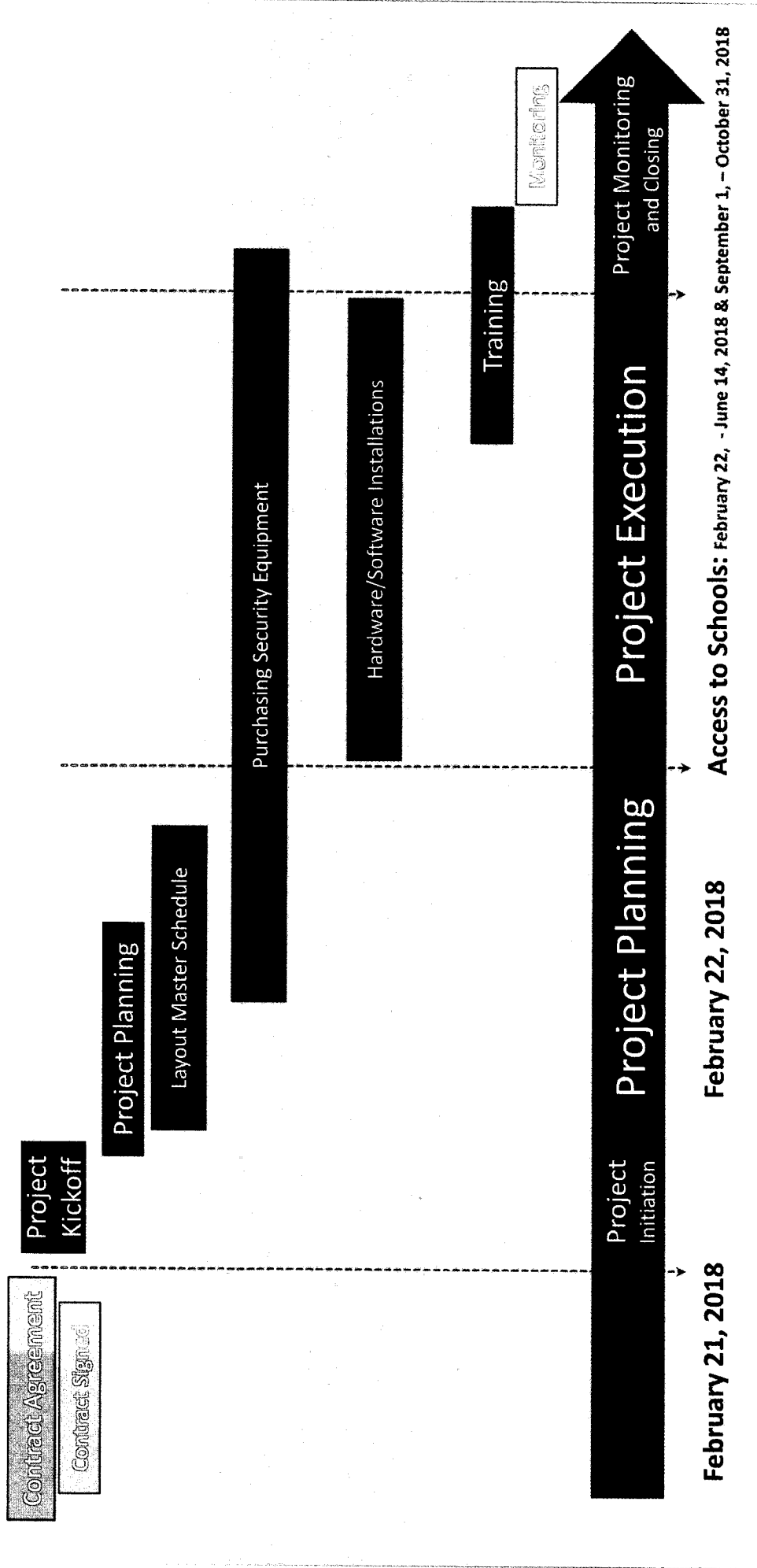


Exhibit 2 - School Status List

Location Name	Status
* Phase 1 = Integration of legacy cameras into new disk-based solution.	
Summary of Status Phase 1 Complete = 90 Locations Phase 1 Incomplete = 164 Locations	
Anderson, Boyd H. High	Phase 1 Complete
Apollo Middle	Phase 1 Complete
Arthur Robert Ashe Jr. Middle	Incomplete
Atlantic Technical College	Incomplete
Atlantic West Elementary	Phase 1 Complete
Attucks Middle	Phase 1 Complete
Bair Middle	Phase 1 Complete
Banyan Elementary	Phase 1 Complete
Bayview Elementary	Incomplete
Beachside Montessori Village	Phase 1 Complete
Bennett Elementary	Phase 1 Complete
Bethune, Mary M. Elementary	Incomplete
Boulevard Heights Elementary	Incomplete
Bright Horizons Center	Incomplete
Broadview Elementary	Incomplete
Broward Estates Elementary	Incomplete
Broward Fire Academy/McFatter, William T. Tech Cntr	Incomplete
Castle Hill Elementary	Incomplete
Central Park Elementary	Incomplete
Challenger Elementary	Incomplete
Chapel Trail Elementary	Incomplete
Coconut Creek Elementary	Incomplete
Coconut Creek High	Phase 1 Complete
Coconut Palm Elementary	Incomplete
Colbert Museum Magnet	Incomplete
Collins Elementary	Incomplete
Cooper City Elementary	Incomplete
Cooper City High	Phase 1 Complete
Coral Cove Elementary	Incomplete
Coral Glades High	Incomplete
Coral Park Elementary	Phase 1 Complete
Coral Springs Elementary	Incomplete
Coral Springs High	Phase 1 Complete
Coral Springs Middle	Phase 1 Complete
Country Hills Elementary	Incomplete
Country Isles Elementary	Phase 1 Complete
Cresthaven Elementary	Phase 1 Complete
Croissant Park Elementary	Incomplete
Cross Creek School	Incomplete
Crystal Lake Middle	Phase 1 Complete
Cypress Bay High	Phase 1 Complete
Cypress Elementary	Phase 1 Complete

Location Name	Status
Cypress Run Education Center	Incomplete
Dandy, William Middle	Incomplete
Dania Elementary	Incomplete
Dave Thomas Education Center-East	Incomplete
Dave Thomas Education Center-West	Incomplete
Davie Elementary	Incomplete
Deerfield Beach Elementary	Incomplete
Deerfield Beach High	Phase 1 Complete
Deerfield Beach Middle	Incomplete
Deerfield Park Elementary	Phase 1 Complete
Dillard 6-12	Incomplete
Dillard Elementary	Incomplete
Discovery Elementary	Phase 1 Complete
Dolphin Bay Elementary	Incomplete
Drew, Charles Elementary	Incomplete
Drew, Charles Family Resource Center	Incomplete
Driftwood Elementary	Incomplete
Driftwood Middle	Phase 1 Complete
Eagle Point Elementary	Incomplete
Eagle Ridge Elementary	Incomplete
Ely, Blanche High	Phase 1 Complete
Embassy Creek Elementary	Incomplete
Endeavour Primary Learning Center	Incomplete
Everglades Elementary	Incomplete
Everglades High	Incomplete
Fairway Elementary	Incomplete
Falcon Cove Middle	Phase 1 Complete
Flamingo Elementary	Incomplete
Flanagan, Charles W. High	Phase 1 Complete
Floranada Elementary	Incomplete
Forest Glen Middle	Phase 1 Complete
Forest Hills Elementary	Incomplete
Fort Lauderdale Community School	Phase 1 Complete
Fort Lauderdale High	Phase 1 Complete
Foster, Stephen Elementary	Incomplete
Fox Trail Elementary	Incomplete
Gator Run Elementary	Incomplete
Glades Middle	Incomplete
Griffin Elementary	Incomplete
Gulfstream Academy of Hallandale Beach (Hallandale Adult Campus) 4-8/North	Incomplete
Gulfstream Academy of Hallandale Beach (Hallandale Beach Elementary Campus) K-3/South	Incomplete
Gulfstream Academy of Hallandale Beach (Original MS Campus)	Phase 1 Complete
Hallandale High	Incomplete

Location Name	Status
Harbordale Elementary	Incomplete
Hawkes Bluff Elementary	Incomplete
Heron Heights Elementary	Phase 1 Complete
Hollywood Central Elementary	Incomplete
Hollywood Hills Elementary	Incomplete
Hollywood Hills High	Incomplete
Hollywood Park Elementary	Incomplete
Horizon Elementary	Phase 1 Complete
Hunt, James S. Elementary	Incomplete
Indian Ridge Middle	Incomplete
Indian Trace Elementary	Incomplete
Instructional Television (ITV) - BECON	Phase 1 Complete
KCW Building	Incomplete
King, Dr. Martin Luther Elementary	Incomplete
Lake Forest Elementary	Incomplete
Lakeside Elementary	Incomplete
Lanier-James Education Center	Incomplete
Larkdale Elementary	Phase 1 Complete
Lauderdale Lakes Middle	Incomplete
Lauderdale Manors Early Learning Center	Incomplete
Lauderhill 6-12	Incomplete
Lauderhill Paul Turner Elementary	Incomplete
Liberty Elementary	Phase 1 Complete
Lloyd Estates Elementary	Incomplete
Lyons Creek Middle	Phase 1 Complete
Manatee Bay Elementary	Incomplete
Maplewood Elementary	Incomplete
Margate Elementary	Phase 1 Complete
Margate Middle	Phase 1 Complete
Markham, Robert C. Elementary	Incomplete
Marshall, Thurgood Elementary	Incomplete
McArthur High	Incomplete
McFatter, William T. Tech College	Phase 1 Complete
McNab Elementary	Incomplete
McNicol Middle	Incomplete
Meadowbrook Elementary	Incomplete
Migrant Education	Incomplete
Millennium Middle	Incomplete
Miramar Elementary	Incomplete
Miramar High	Incomplete
Mirror Lake Elementary	Incomplete
Monarch High	Phase 1 Complete
Morrow Elementary	Incomplete
New Renaissance Middle	Phase 1 Complete
New River Middle	Phase 1 Complete
Nob Hill Elementary	Incomplete

Location Name	Status
Norcrest Elementary	Phase 1 Complete
North Andrews Gardens Elementary	Incomplete
North Fork Elementary	Incomplete
North Lauderdale Elementary	Incomplete
North Side Elementary	Incomplete
North West Bus Parking Lot	Phase 1 Complete
Northeast High	Phase 1 Complete
Nova Blanche Forman Elementary	Incomplete
Nova Eisenhower Elementary	Incomplete
Nova High / Nova Middle	Phase 1 Complete
Oakland Park Elementary	Incomplete
Oakridge Elementary	Incomplete
Office of School Performance & Accountability (OSPA) (Old NA Office / Pompano Admin)	Phase 1 Complete
Old Castle Hill Annex / Park Lakes Annex	Phase 1 Complete
Old Dillard Museum	Phase 1 Complete
Olsen Middle	Phase 1 Complete
Orange Brook Elementary	Incomplete
Oriole Elementary	Incomplete
Palm Cove Elementary	Incomplete
Palmview Elementary	Phase 1 Complete
Panther Run Elementary	Incomplete
Park Lakes Elementary	Phase 1 Complete
Park Ridge Elementary	Incomplete
Park Springs Elementary	Incomplete
Park Trails Elementary	Incomplete
Parkside Elementary	Phase 1 Complete
Parkway Middle	Phase 1 Complete
Pasadena Lakes Elementary	Phase 1 Complete
Pembroke Lakes Elementary	Incomplete
Pembroke Pines Elementary	Phase 1 Complete
Perry, Annabel C. Elementary	Phase 1 Complete
Perry, Henry D. Education Center	Incomplete
Peters Elementary	Incomplete
Pine Ridge Education Center	Incomplete
Pines Lakes Elementary	Incomplete
Pines Middle	Phase 1 Complete
Pinewood Elementary	Phase 1 Complete
Pioneer Middle	Incomplete
Piper High	Phase 1 Complete
Plantation Elementary	Phase 1 Incomplete
Plantation High	Incomplete
Plantation Middle	Phase 1 Complete
Plantation Park Elementary	Incomplete
Pompano Beach Elementary	Incomplete
Pompano Beach High	Phase 1 Complete

Location Name	Status
Pompano Beach Middle	Phase 1 Complete
PPO Zone 1 - North Area Maintenance & Warehouse Site	Phase 1 Complete
PPO Zone 3 - South Area Maintenance	Incomplete
PPO - Annex	Incomplete
PPO - District Maintenance East Side	Phase 1 Complete
PPO - Zone 2/Central Maintenance	Phase 1 Complete
Pupil Transportation - Central West Terminal & Garage	Phase 1 Complete
Pupil Transportation - North Terminal/Training Office & Garage	Phase 1 Complete
Pupil Transportation - North West Terminal & Garage	Phase 1 Complete
Pupil Transportation - South Terminal & Garage	Phase 1 Complete
Pupil Transportation - South West Terminal & Garage (Sheridan Technical West Campus)	Phase 1 Complete
Quest Center	Incomplete
Quiet Waters Elementary	Incomplete
Ramblewood Elementary	Incomplete
Ramblewood Middle	Phase 1 Complete
Rickards, James S. Middle	Phase 1 Complete
Riverglades Elementary	Phase 1 Complete
Riverland Elementary	Incomplete
Riverside Elementary	Phase 1 Complete
Rock Island Annex/Learning Resources	Incomplete
Rock Island Elementary	Incomplete
Royal Palm STEM Museum Magnet Elementary	Incomplete
Sanders Park Elementary	Incomplete
Sandpiper Elementary	Incomplete
Sawgrass Elementary	Incomplete
Sawgrass Springs Middle	Phase 1 Complete
Sea Castle Elementary	Phase 1 Complete
Seagull School	Phase 1 Complete
Seminole Middle	Incomplete
Sheridan Hills Elementary	Incomplete
Sheridan Park Elementary	Incomplete
Sheridan Technical High School	Incomplete
Sheridan Technical Main Campus	Incomplete
Silver Lakes Elementary	Incomplete
Silver Lakes Middle	Incomplete
Silver Palms Elementary	Incomplete
Silver Ridge Elementary	Incomplete
Silver Shores Elementary	Incomplete
Silver Trail Middle	Incomplete
South Broward High	Phase 1 Complete
South Plantation High	Incomplete
Stirling Elementary	Incomplete
Stoneman Douglas High	Phase 1 Complete
Stranahan High	Phase 1 Complete

Location Name	Status
Sunland Park Early Learning Center	Incomplete
Sunrise Middle	Phase 1 Complete
Sunset Lakes Elementary	Incomplete
Sunshine Elementary	Phase 1 Complete
Tamarac Elementary	Incomplete
Taravella, J. P. High	Incomplete
Teacher Development-HRD Administration	Incomplete
Tedder Elementary	Incomplete
Tequesta Trace Middle	Incomplete
Thomas, Dave Education Center-East	Incomplete
Thomas, Dave Education Center-West	Incomplete
Tradewinds Elementary	Incomplete
Tropical Elementary	Incomplete
TSSC & TSSC Annex	Phase 1 Complete
Twin Lakes Admin (Environmental Health, Print Shop and Student Assesment)	Phase 1 Complete
Twin Lakes West (Student Transportation & Fleet Services	Phase 1 Complete
Village Elementary	Incomplete
Walker Elementary	Phase 1 Complete
Watkins Elementary	Incomplete
Welleby Elementary	Incomplete
West Broward High	Phase 1 Complete
West Hollywood Elementary	Incomplete
Westchester Elementary	Phase 1 Complete
Western High	Incomplete
Westglades Middle	Phase 1 Complete
Westpine Middle	Incomplete
Westwood Heights Elementary	Incomplete
Whiddon-Rogers Education Center	Phase 1 Complete
Whispering Pines School	Incomplete
Wilton Manors Elementary	Incomplete
Wingate Oaks Center	Incomplete
Winston Park Elementary	Incomplete
Young, Virginia Shuman Elementary	Incomplete
Young, Walter C. Middle	Incomplete

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of February, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(Hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CSI VIDEO & SECURITY LLC
(Hereinafter referred to as "VENDOR"),
whose principal place of business is
1751 West Copans Road 11-12, Pompano Beach, Florida 33064

WHEREAS, the SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as "RFP"), dated October 23, 2017, and amended by Addendum No. 1 dated November 3, 2017, Addendum No. 2 dated November 6, 2017, Addendum No. 3 dated November 6, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security products; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide video surveillance equipment; and

WHEREAS, the SBBC is in need of video surveillance products and has selected the VENDOR to provide such products; and

WHEREAS, VENDOR is willing to provide such products to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon execution of Agreement by both parties and conclude on January 18, 2021.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the products described in their Proposal, upon receipt of purchase order from SBBC.

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 5 to RFP 18-124E, then;
- Third: Addendum No. 4 to RFP 18-124E, then;
- Fourth: Addendum No. 3 to RFP 18-124E, then;
- Fifth: Addendum No. 2 to RFP 18-124E, then;
- Sixth: Addendum No. 1 to RFP 18-124E, then;
- Seventh: RFP 18-124E – Avigilon Video Surveillance Physical Security, then;
- Eighth: Proposal submitted by VENDOR in response to RFP 18-124E

2.03 **Cost of Services.** SBBC shall pay VENDOR for products rendered under this Agreement at pricing and terms indicated in the RFP and VENDOR's Proposal.

2.04 **Services.** VENDOR will provide SBBC with video surveillance products as described in Vendor's Proposal

2.05 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR Records Defined. For the purposes of this Agreement, the term “VENDOR Records” shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC’s agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC’s agent or its authorized representative shall have access to the VENDOR’S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC’s audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor’s Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: CSI VIDEO & SECURITY LLC.
Alejandro Escobar, Member
1751 W. Copans Road Suite 11-12
Pompano Beach, FL 33064

2.07 BACKGROUND SCREENING. VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

(Not applicable) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) **Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.09 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE VENDORS who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE VENDORS to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE VENDORS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE VENDOR participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Addendum No. 5 to RFP 18-124E, Addendum No. 4 to RFP 18-124E, Addendum No. 3 to RFP 18-124E, Addendum No. 2 to RFP 18-124E, Addendum No. 1 to RFP 18-124E, RFP 18-124E – Avigilon Video Surveillance Physical Security and Proposal submitted by VENDOR attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.19 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.22 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.23 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.24 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

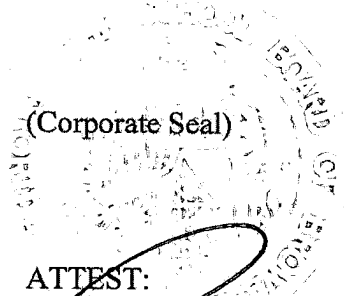
3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.



ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, Chair

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2018.02.14 15:14:14 -05'00'
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

CSI VIDEO & SECURITY

By Alejandro Escobar
Alejandro Escobar, Member

_____, Secretary

-or-

Ally Velazquez
Witness

Rise [Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of FEBRUARY, 2018 by ALEJANDRO ESCOBAR of CSI VIDEO & SECURITY LLC on behalf of the corporation/agency.

He/She is personally known to me or produced identification as identification and did first take an oath. Type of Identification

My Commission Expires: 11/3/20

Nancy Pollock
Signature - Notary Public

NANCY POLLOCK
Printed Name of Notary

GG044843
Notary's Commission No.

(SEAL)



Nancy Pollock
Commission # GG044843
Expires: Nov. 3, 2020
Bonded thru Aaron Notary

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of February, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ER TECH SYSTEMS GROUP INC dba BROADCAST SYSTEMS

(Hereinafter referred to as "VENDOR"),
whose principal place of business is
205 NW 12th Avenue Suite 201, Pompano Beach, Florida 33069

WHEREAS, the SBBC issued a Request for Proposal identified as RFP 18-124E, Avigilon Video Surveillance Physical Security (hereinafter referred to as "RFP"), dated October 23, 2017, and amended by Addendum No. 1 dated November 3, 2017, Addendum No. 2 dated November 6, 2017, Addendum No. 3 dated November 6, 2017, Addendum No. 4 dated November 14, 2017 and Addendum No. 5 dated November 17, 2017, each of which is incorporated by reference herein, for the purpose of receiving proposals for Avigilon Video Surveillance Physical Security products; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide video surveillance equipment; and

WHEREAS, the SBBC is in need of video surveillance products and has selected the VENDOR to provide such products; and

WHEREAS, VENDOR is willing to provide such products to the SBBC; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.0 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.0 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence upon execution of Agreement by both parties and conclude on January 18, 2021.

2.01 **Description of Goods or Services Provided.** VENDOR shall provide the products described in their Proposal, upon receipt of purchase order from SBBC.

2.02 **Priority Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 5 to RFP 18-124E, then;
- Third: Addendum No. 4 to RFP 18-124E, then;
- Fourth: Addendum No. 3 to RFP 18-124E, then;
- Fifth: Addendum No. 2 to RFP 18-124E, then;
- Sixth: Addendum No. 1 to RFP 18-124E, then;
- Seventh: RFP 18-124E – Avigilon Video Surveillance Physical Security, then;
- Eighth: Proposal submitted by VENDOR in response to RFP 18-124E

2.03 **Cost of Services.** SBBC shall pay VENDOR for products rendered under this Agreement at pricing and terms indicated in the RFP and VENDOR's Proposal.

2.04 **Services.** VENDOR will provide SBBC with video surveillance products as described in Vendor's Proposal

2.05 **Inspection of VENDOR Records by SBBC:** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR'S payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR Records Defined. For the purposes of this Agreement, the term “VENDOR Records” shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC’s agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC’s agent or its authorized representative shall have access to the VENDOR’S facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC’s audit shall be paid by the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor’s Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of the VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: ER Tech Systems Group Inc.
Broadcast Systems
Nicholas Ehr
205 NW 12th Ave. Suite 201, Pompano Beach, FL 33069

With a Copy to: Insert Vendor NAME
Insert Address

2.07 **BACKGROUND SCREENING.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of the VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall to school grounds when students are present, (2) will have direct contact with bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

(Not applicable) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

(h) **Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.09 **Payment Method.** The District's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

(a) VENDOR accepts payment via electronic payment as noted above. VENDOR shall provide SBBC with its ACH form upon its execution of this agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE VENDORS who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE VENDORS to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE VENDORS for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE VENDOR participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.08 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC

shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.11 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by

or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.12 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.13 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.14 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.15 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.16 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.17 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.18 **Incorporation by Reference.** Addendum No. 5 to RFP 18-124E, Addendum No. 4 to RFP 18-124E, Addendum No. 3 to RFP 18-124E, Addendum No. 2 to RFP 18-124E, Addendum No. 1 to RFP 18-124E, RFP 18-124E – Avigilon Video Surveillance Physical Security and Proposal submitted by VENDOR attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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3.21 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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3.25 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.26 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.


3.28 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

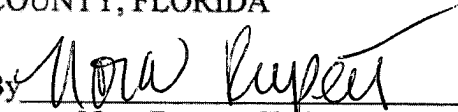
FOR SBBC

(Corporate Seal)

ATTEST


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.

Smith

Date: 2018.02.14 15:11:47 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

BROADCAST SYSTEMS

By Nicholas MEH
[Signature] CEO
INSERT OFFICER NAME/ TITLE

Secretary
-or-

Witness

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of February, 2018 by Nicholas MEH of

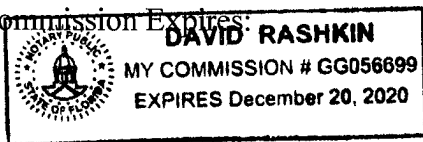
Name of Person

ER Tech Systems Group Inc, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]
Signature - Notary Public

David Rashkin
Printed Name of Notary

GG056699
Notary's Commission No.

(SEAL)