

AMENDMENT NO. 3
TERM CONTRACT NO. Y12-1104
FOR
CELL PHONE IN-BUILDING COVERAGE FROM VERIZON
EFFECTIVE DATE: January 1, 2023

AUTOMATIC RENEWAL NO. 2

This amendment confirms that, in accordance with provision number 2 entitled "Term" on First Amendment, the above contract is hereby renewed for the period of January 1, 2023, through December 31, 2028, with no change in contract pricing, term and conditions.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**



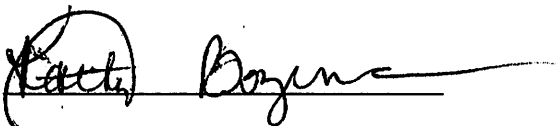
Kathy Saldutti
Contracting Agent
Procurement Division

AMENDMENT NO. 2
TERM CONTRACT NO. Y12-1104
FOR
CELL PHONE IN-BUILDING COVERAGE FROM VERIZON
EFFECTIVE DATE: January 1, 2018

AUTOMATIC RENEWAL NO. 1

This amendment confirms that, in accordance with provision number 2 entitled "Term" on First Amendment, the above contract is hereby renewed for the period of January 1, 2018, through December 31, 2022, with no change in contract pricing, term and conditions.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Kathy Bozeman", is written over a horizontal line.

Kathy Bozeman
Senior Purchasing Agent
Procurement Division

**FIRST AMENDMENT
TO
CONTRACT #Y12-1104**

This First Amendment to Contract #Y12-1104 ("**First Amendment**") is made this 13 day of ~~October~~, 2015, between Orange County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("**County**"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("**Contractor**").

WHEREAS, County and Contractor entered into that certain Contract #Y12-1104 dated as of May 1, 2011 (the "**Contract**"), for the Contractor's installation and operation of an in-building communications system at the Orange County Convention Center, Orlando, Florida, as more fully described in the Contract; and

WHEREAS, Article 2 of the Contract provides that the parties may extend the term of the Contract and, in order to effectuate such extension, County and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, County and Contractor agree to the following modifications and amendments to the Contract:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Contract.

2. Term. The current term of the Contract shall expire on December 31, 2017 (the "**Current Term**"). Article 2 of the Contract is hereby amended to reflect that at the expiration of the Current Term, the term of the Contract shall automatically be extended without further action of the parties for four (4) additional five (5) year terms unless Contractor terminates it at the end of the then current term by giving County written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. The Access Fee shall continue to escalate by one percent (1%) at the beginning of each contract year in accordance with Attachment B to the Contract.

3. Termination for Convenience. Article 4(B) of the Contract is hereby deleted in its entirety and is of no further force or effect.

4. Miscellaneous. Except as amended by the terms of this First Amendment, all of the terms, covenants and conditions of the Contract, and the rights and obligations of the County and Contractor thereunder shall remain in full force and effect and hereby are ratified and affirmed. Any sections of the Contract containing language inconsistent with this First Amendment shall be deemed amended to reflect the intent of the parties as expressed herein, and this First Amendment shall control in the event of any conflict or contradiction with the Contract. The parties each affirm that no breach or default by either party has occurred, and no event has

occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default, under the Contract and that each currently has no claims or offsets thereunder. Each party hereto represents and warrants that such party has the power and authority to enter into this First Amendment and that the individual executing this First Amendment on behalf of each party is duly authorized to execute and deliver this First Amendment on behalf of such party.

[End of text; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed pursuant to due authority as of the day and year first written above.

COUNTY:

Orange County,
a political subdivision of the State of Florida

Witness 1: [Signature]
Print name: Maria Alvarez

Witness 2: [Signature]
Print name: William P. Davis

By: [Signature]
Name: _____
Title: Carrie Woodell, MPA, GFCM, CPPD, C.P.M.
Date: 9-25
Procurement Division/Administrator

CONTRACTOR:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

Witness 1: [Signature]
Print name: Nita Welch

Witness 2: [Signature]
Print name: Kim Schwab

By: [Signature]
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 10/13/15

Contract #Y12-1104

This Contract is made as of the 1st day of May, 2011 by and between **ORANGE COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, a Delaware Limited Partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 752681333.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide services in the area of Cell Phone In-Building Coverage, as more specifically set forth in the Scope of Services detailed in Attachment A.

The COUNTY'S representative/liaison during the performance of this Contract shall be the Orange County Convention Center Assistant Chief Financial Officer, telephone no. 407-685-9827.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on May 1, 2012 and complete all services by December 31, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in ATTACHMENT A.

It is the intent of the COUNTY to enter into a five (5) year and eight (8) month term Contract. Upon the mutual written agreement of the parties, the Contract may be renewed for four (4) additional five (5) year terms and one additional four (4) years plus four (4) months for services as described herein at the prices, terms and conditions stated in this contract. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 - PAYMENTS TO COUNTY

The CONTRACTOR and/or its successor-in-interest shall pay the Access Fee on a monthly basis per Attachment B.

ARTICLE 4 – TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- d. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to

acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 6 - INSURANCE REQUIREMENTS:

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this contract.

The CONTRACTOR shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

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Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any CONTRACTOR using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The CONTRACTOR shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its substantial equivalent**, with a limit of liability of not less than \$500,000 per occurrence. CONTRACTOR further agrees coverage shall include Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the CONTRACTOR/Agency does not own automobiles the Vendor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

For policies written on a "Claims-Made" basis the CONTRACTOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the CONTRACTOR agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONTRACTOR/Agency of the obligation to provide replacement coverage.

By entering into this contract, CONTRACTOR agrees to provide a Waiver of Subrogation in favor of the County for the workers' compensation and a Waiver of Transfer of Rights of Recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR/Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of

Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONTRACTOR agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its substantial equivalent to the commercial general liability policy. The additional insured shall be the Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the CONTRACTOR shall also provide or reference to a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements/provisions for each policy as required above.** For continuing service, contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No cancellation of the insurance shall be effective without at least thirty (30) days prior written notice to the County ten (10) days notice shall apply to non- payment). Certificates shall specifically reference the respective contract number.

Property Coverage-CONTRACTOR shall maintain “all-risk” property insurance, including furniture, fixtures and equipment, for the full replacement value of such property. Notwithstanding anything stated to the contrary herein, CONTRACTOR hereby agrees to waive and release the County from all claims related to or arising out of damage to its respective property, howsoever caused, to the extent the claim or damage is covered by its respective insurance whether or not said insurance was in effect as required.

The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

ARTICLE 7 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the

CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence or willful misconduct of the COUNTY.

ARTICLE 8 - EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex sexual orientation and gender expression/identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246, dated September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor ("Secretary").
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246, dated September 24, 1965, and by rules, regulations, and orders of the Secretary, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

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authorized in Executive Order 11246, dated September 24, 1965, or by rules, regulation, or order of the Secretary, or as otherwise provided by law.

- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 204 of Executive Order 11246, dated September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 9 - AUDITING – ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-consultants used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-consultant(s) and suppliers.

ARTICLE 10 - SUBCONTRACTOR FLOW-DOWN REQUIREMENTS

CONTRACTOR agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 – LITIGATION AND VENUE

In the event any party deems it necessary to take legal action to enforce any provision of this Contract, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is 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 given hereunder or now or hereafter existing at law or at 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 further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall not knowingly acquire an interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, in violation of Florida Statutes 112.311. The CONTRACTOR further represents that no person of which CONTRACTOR has actual knowledge of such person having any conflict of interest shall be employed for said performance in violation of Florida Statutes 112.311.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest of which CONTRACTOR has actual knowledge for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder in violation of Florida Statutes 112.311. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health

emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-consultant's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 16- ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 – PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by COUNTY, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services

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performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 20 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 23 -- SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the

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COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 25 - TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 27 -NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Mr. Johnny Richardson, CPPO, CFCM, Manager
Purchasing and Contracts Division
400 East South Street, 2nd Floor
Orlando, FL 32801-1393

and if sent to the CONTRACTOR shall be mailed to:

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

ARTICLE 28 – CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract items, or other relief arising under or relating to this contract.

Claims made by a CONTRACTOR against the COUNTY relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled “Contract Claim” requesting a final decision. The CONTRACTOR also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable; and that I am duly authorized to certify the claim on behalf of the CONTRACTOR.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment on the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the CONTRACTOR. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of CONTRACTOR’s written request for a final decision. The Purchasing and Contracts Manager’s decision shall be final and conclusive.

The CONTRACTOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

ARTICLE 29 – THIRD-PARTY BENEFICIARIES

This Contract does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Contract.

ARTICLE 30 – GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 31 – SIGNATORY

Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Contract. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

ARTICLE 32 -- ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

By: [Signature]
Signature

Hans F. Leutenegger
Area Vice President Network

JUNE 14, 2012
Date

Witnesses

By: [Signature]
Print Name: M. Mica

By: [Signature]
Print Name: [Signature]

ORANGE COUNTY, FLORIDA

By: [Signature]
Signature

Johnny Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

7-17-12
Date

Witnesses

By: _____
Print Name: _____

By: _____
Print Name: _____

**ATTACHMENT A
SCOPE OF SERVICES
FOR IN-BUILDING COVERAGE FROM VERIZON WIRELESS**

Orange County, Florida, on behalf of the Orange County Convention Center (OCCC) is contracting with Verizon Wireless (Contractor) to provide in-building cellular communication services and equipment for the Contractor's cellular customers only. The Contractor's design shall encompass the entire North/South and West Buildings. It shall include all public areas and also include non-public areas, if required by OCCC. The system shall utilize Contractor FCC Licensed Radio Bands CDMA PCS B Band and LTE 700Mhz C Band.

In the future, the Contractor may expand to 700Mhz A Band and AWS F B Licensed Radio Bands owned by it.

1. Radio Interference - The Contractor is responsible for the prevention and elimination of radio signal interference from and to the Contractor's equipment.
 - a. OCCC utilizes a county-wide 800 MHz radio system to support the center activities and Public Safety Communications including law enforcement, fire, and emergency medical services. OCCC currently operates ten (10) frequencies in the 851.2000 to 853.6875 range. The Center will migrate to ten (10) new frequencies in the 851.1500/806.1500 to 853.3500/808.3500 range in mid 2012. A copy of the FCC license can be provided upon request.
 - b. OCCC owns and operates a fiber optic Distributed Antenna System (DAS) in the 806-960 MHz range. The DAS operates in the 806 – 960 in the West complex and 806 - 869 MHz range in the North/South complex.
 - c. Contractor must perform a bench mark study or signal level study prior to installation to measure the existing signal levels (inside and outside the OCCC) of the 800 MHz system. The same study shall be conducted prior to system acceptance or optimization of the contractor system to show any interference, any unwanted Intermodulation, etc. OCCC staff shall select the number of test points (a minimum of 500 test points) throughout the center. Public Safety Communications, I.S.S., have records from June, 2009, testing 673 "test points" in the West portion of the Center using a Spectrum Analyzer.
 - d. Contractor shall not install antennas within 20' of existing county or other contractor DAS antennas to reduce the potential for interference.
 - e. Contractor must provide frequency coordination to the OCCC to insure adequate frequency separation from OCCC wireless equipment and all other in-building wireless services. The contractor shall only amplify the signals within their frequency band.
 - i. Any changes to the desired radio frequencies by the Contractor shall be approved by OCCC in writing and in advance of implementing any changes.
 - f. Contractor is only authorized to provide services using approved FCC Licensed Radio Bands and is not authorized to provide non-licensed wireless services.
 - g. Contractor shall monitor and resolve all radio interference problems caused by Contractor's equipment and services, which includes identifying the possible causes of such interference.

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- h. OCCC will assist Contractor with the identification and policing of any Event related radio signal interference, where possible.
 - i. It is the Contractor's responsibility to identify the source of any event related radio interference at which point the OCCC and/or its designee will attempt to resolve the source of the interference as a mediator between the Contractor and the Event.
 - i. OCCC reserves the right to disconnect or power down any and all Contractor's equipment, services, and systems that are found to be in violation of proper radio signal generation.
2. Work - All work shall be performed by Contractor's employees, agents, or subcontractors.
- a. Contractor shall submit a detailed Installation Plan to OCCC Manager, Information Services or designee at least one (1) month in advance of any commencement of installation work.
 - b. This work shall be approved and planned according to OCCC building availability to include Event activity.
 - c. The Contractor shall secure approval of its Installation Plan from the OCCC Manager, Information Services.
3. Access - Access to the site by Contractor during and after installation shall be limited to Contractor's employees, agents, and subcontractors for the sole purpose of installing, operating, and maintaining the equipment.
- a. Access to OCCC's buildings must be coordinated with OCCC's designated contact person(s) (OCCC Information Services) twenty-four (24) hours in advance for maintenance of the sites; except, however, in the case of an emergency whereupon notification shall be given as soon as possible.
 - b. All persons accessing the site must have proper OCCC picture badge identification or they must present proper picture identification for access to the building.
 - c. Parking – Contractor shall park in assigned locations or in public parking areas as designated by OCCC's designee(s).
 - i. This assignment and areas may change at the OCCC's discretion based on security and safety considerations.
 - ii. OCCC reserves the right to charge Contractor a fee for parking as per policy or implementation of policy related to parking fees at the OCCC.
4. Background Checks - The Contractor shall provide a Level 1 (5 years) background check for any of its or subcontractors' employees working at OCCC more than 160 hours in one Accounting Year before starting work and such background check shall include:
- a. Identification Verification
 - b. Selective Service Status (registered/unregistered)
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State of Residence
 - g. Military service Verification

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h. Professional License & Certification Check

The Contractor shall provide Level 1 background check a, c, and d for its employees or subcontractors' equal to or less than 160 hours per Accounting Year before starting work.

5. Safety - The Contractor shall submit a Safety Plan to OCCC prior to commencement of installing equipment on OCCC property.
 - a. The Safety Plan shall comply at a minimum with all OCCC safety rules and regulations along with the local, state, federal regulations and standards governing their practices.
 - b. Contractor, when applicable, shall submit an inventory of hazardous materials and substances that will need to be brought onto OCCC's property to OCCC prior to commencement of work.
 - c. Contractor shall meet all Federal, State and Orange County Fire Codes to include, but not be limited to, providing all fire stopping materials for wall penetrations and any other requirements which must be approved by Orange County Fire Marshal before this project plan can be agreed to by the OCCC.
6. Costs - All costs associated with the installation of the Contractor's equipment shall be paid by the Contractor.
 - a. Such costs shall include, but not be limited to, permit fees, inspector's fees, all installation and ongoing costs associated with the equipment, cables, antennas and other equipment provided by the Contractor to operate and maintain these systems.
7. Liability - The Contractor is responsible for liability from damages or losses to the OCCC's property or equipment or services caused directly or indirectly by the Contractor's equipment/services.
8. Installation Period - Contractor shall have the following timeframes for installing this equipment:
 - a. 3 months for System Design
 - b. 2 months for Permitting, if required
 - c. 2 months for Installation
 - d. 1 month for System Integration
 - e. This entire process shall not take longer than 8 months for the entire system to be operational inside OCCC North/South and West Buildings.
9. OCCC Building(s) Maintenance – OCCC's facilities and structures may require periodic on-going maintenance . Contractor shall be responsible for any and all such costs attributed to the presence of the Contractor's equipment to include but not limited to the transmitter arrays. Contractor shall provide OCCC with assurance that the Contractor's equipment electromagnetic emissions are within the applicable limits prescribed by the FCC rules during maintenance and normal operations of the Contractor's transmitter arrays. If the electromagnetic emissions are outside those prescribed limits, Verizon shall return emissions to those limits, if not, Verizon shall deactivate the transmitter arrays.
- f. Paint and Color Selection - Contractor may be required to paint the Contractor's equipment to conform to the OCCC's facilities; provided that such painting does not interfere with the telecommunications operations of Contractor's equipment or service.
10. Feasibility Studies - Contractor shall submit to OCCC for approval signed and sealed intermodal study for all In-Building Site locations.

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11. Engineering of Installation - Contractor shall submit to OCCC for approval signed and sealed plans detailing the method used to attach the antenna arrays and ancillary wiring to OCCC's structures. This report shall include the following as a minimum:

- a. All equipment space requirements and location preferences.
- b. All equipment power utilization including AC voltage and min/max Amperage draw at start up and during max system operation.
 - c. UL (if applicable) code.
 - d. Emergency shut-off/shut-down circuitry and switching.
 - e. Environmental operating parameters to include temperature and humidity.
- f. Remote monitoring systems/circuits to include how it will be monitored and how the various operational alarms are delivered.
- g. Telecommunication Circuits are to be engineered based on the maximum expected concurrent users as well as how this can be expanded should this estimate be exceeded. This shall include bandwidth for existing and new Contractor data services.
 - i. Contractor is responsible for keeping current detailed information related to the number of simultaneous in-building events occurring at the OCCC along with attendance projections, event demographics (i.e. technology related or medical) in order to properly plan for in-building capacity and utilization requirements.
 - ii. Contractor shall have the opportunity to negotiate directly with the OCCC Exclusive Telecommunication Circuit Provider to acquire the best rates possible for the services being rendered.
- h. Contractor shall insure that the installation of Contractor's equipment does not compromise the structural integrity or use of OCCC's facility and that such installation has no material adverse effect to the structure or any protective systems including OCCC's Public Safety Radio system and OCCC's Private Wireless Network(s).
- i. When the installation of Contractor's equipment requires welding, OCCC will provide Contractor with structural and design information for the structure.
- j. Contractor shall insure that outside building wireless traffic will not be switched or routed over to this system inside the building(s) that is installed for the specific intent to support OCCC in-building clients.

12. Contractor's Use of Electrical Power

- a. The OCCC reserves the right to charge the Contractor for the consumption of electrical power.
- b. Installation and provisioning of electrical infrastructure shall be at the Contractors expense. All installations shall be approved by the OCCC Facility Manager or designee. All Work shall be performed in accordance with all Orange County and Florida State Regulations.

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- i. Contractor may propose using outside subcontractor services for the installation of Contractor's electrical needs, subject to receiving written approval from OCCC.

13. Telecommunications Circuits

- a. All Telecommunications connections to the Contractor's equipment for the purpose of carrying signals to and from the OCCC sites are to be provided by the OCCC's Telecommunications Provider.
- b. Contractor provided wireless transmission systems for the purpose of bypassing LEC, CLEC or OCCC's Telecommunications Provider services is not permitted; however, the OCCC will review and evaluate requests for wired and/or wireless services as a backup, disaster recovery, and/or bypassing option that does not adversely impact the required services and level of services to support the Contractor's in-building clients.
- c. Contractor has the ability to negotiate directly with the OCCC's Telecommunications Provider to obtain the best rate(s) possible for connecting their in-building cellular distribution system(s) to the regulated public telecommunications network provider services.
- d. Dedicated Lines to be provided by the OCCC's Telecommunications Provider include but may not be limited to:
 - i. T1 (DS1) or above service;
 - ii. Ethernet;
 - iii. Digital Fiber Looped Services;
 - iv. CLEC and LEC services that are regulated by the FCC and/or Florida PSC; and
 - v. Rates for these connections will not exceed the rates charged by the OCCC's Provider to other in-building service companies, as per contract.

14. Removal of Contractor's Operator's Equipment - At the end of this Contract either by term expiration or cancellation, the Contractor shall remove all Contractors' equipment and property from the OCCC property within thirty (30) days after the effective date of the termination of this Contract. This includes but is not limited to mounts, mounting hardware, cable trays, cables, antennas, and all other associated equipment with this service.

- a. If, upon expiration or termination of this Contract, Contractor fails to remove its equipment pursuant to the provisions of this Contract, then OCCC shall have the right to remove the equipment and charge Contractor for the costs of such removal.
- b. Contractor is responsible for restoring the OCCC's site and facilities to their original condition or similar as approved by the OCCC.

15. Long-range Master Plan - Contractor acknowledges that OCCC is from time-to-time in various stages of preparing and implementing long-range master plans for the disposition and usage of its facilities and structures.

- a. Contractor acknowledges that future structure and facility usage may be impacted by the results contained from such master planning.
 - b. Any future modifications and/or changes shall be at the Contractor's expense.

16. Non-Interference - The Contractor's installations shall not interfere with the operation, maintenance, use, service, safety, or product quality of the OCCC's facilities. The OCCC already has existing wireless voice and data services inside its facilities and the Operator

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must not interfere with current or future private wireless services offered by the OCCC. This includes not allowing the Contractor's service or equipment to provide competing wireless voice and data services inside the OCCC or on OCCC property.

17. OCCC Usage - The Contractor shall provide their wireless services to allow and account for the OCCC's use of this service as well as by clients of the OCCC. Contractor must provide the plan for how this will be accounted for and how it will not impact other client usage while at the OCCC. The Contractor shall provide the calculations and justification for such calculations to support this requirement.

18. Specifications for OCCC Building Systems Infrastructure - Contractor shall provide Heat and Floor Load analysis for the main equipment areas at both buildings.

Section 1: Permitting

1.1 Low Voltage Permitting shall be a requirement for this project. N/S and West buildings will require separate permits due to physical address

Section 2: Standards

- 2.1 Comply with TIA/EIA-568-B.3 for fiber optic cabling
- 2.2 Comply with NECA 1 for cable installation
- 2.3 Comply with ANSI 4/TIA/EIA-606-A, telecommunications administrations
- 2.4 Comply with TIA/EIA-569-A for pull box sizing, length of conduit
- 2.5 Comply with ANSI-J-STD-607-A for grounding
- 2.6 Comply with TIA/EIA-569-A for telecommunication pathways and spaces
- 2.7 Comply with TIA/EIA-569-A, Annex A, "Fire stopping"

Section 3: As-Built

3.1 Provide As-Built documentation on all IDC, IDF & TTB locations to include the copper horizontal distribution, fiber optic cabling and antenna locations.

19. Technology Updates/Changes - The Contractor must keep their infrastructure and equipment updated as necessary to insure clients have the same level or better of cellular services inside the OCCC as outside the OCCC.

a. All such upgrades, changes, improvements or other shall be approved by the OCCC Information Services Division Manager prior to any work taking place.

20. Advertising Rights - The Contractor shall not advertise any of the services inside the OCCC or the fact that the Contractor provides these types of services inside the OCCC without the specific written consent of the OCCC. This includes any advertising that might conflict or compete with the existing services offered by the OCCC to its clients.

21. OCCC Exclusive Telecommunication Services

- a. The OCCC retains all exclusivity rights, authorized by law, related to its current and future wired and wireless telecommunication services. To the extent authorized by law, only OCCC or its contracted provider is allowed to advertise, promote, offer and support wired and wireless telecommunication services to OCCC customers who are contracted to do business at the OCCC. This includes all event related and non-event related wireless facilities on OCCC property.
- b. The Contractor shall not, except for broadcasting its authorized frequencies generally for Contractor's resellers and other customers, provide, permit, authorize, create any agreement,

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promote, support, authorize any agent, third party provider, or other group that exclusively addresses services for resellers within Contractor's resale channel within the OCCC of the Contractor's licensed and unlicensed cellular and/or licensed and unlicensed wireless data services inside or at the OCCC to any OCCC customers. This includes offering services exclusively for these resellers within the OCCC as a replacement or in direct competition with the OCCC's existing wired or wireless client service offerings. Such actions shall be in direct violation of the OCCCs exclusive right to provide telecommunication services to its customers and shall be in violation of this contract.

- c. Should the Contractor need to support specific events or exhibitor locations, the Contractor shall acquire written approval from the OCCC Information Services Manager.

**ATTACHMENT B
ACCESS FEE PAYMENTS**

1. The initial five (5) year and eight (8) month contract term Access Fee Payments shall be as follows:
 - A. Installation of Equipment—The installation of equipment shall commence on or about May 1, 2012, and shall be completed by no later than December 31, 2012. The Contractor shall pay the Access Fee of \$3,960.00 on a monthly basis until either installation is completed or December 31, 2012, whichever comes first.
 - B. After Installation of Equipment or on December 31, 2012, whichever comes first—The Contractor shall then pay \$7,917.00/month with a one (1) percent increase at the beginning of each contract year. For purposes of this Attachment B, "contract year" shall mean a 12-month period commencing on the anniversary of the date that installation of equipment is completed or December 31, 2012, whichever is applicable under the terms set forth above.
2. The follow-on four (4) additional five (5) year terms and a four (4) year plus four (4) months term the Access Fee Payments shall be as follows:
 - A. The Contractor shall pay the Access Fee monthly with a one (1) percent increase at the beginning of each contract year.
3. The Contractor shall pay the Access Fee on a monthly basis. The Access Fee shall be paid in full no later than the twentieth (20) day of the previous month for the following month. Payments not received by the twentieth (20) day of the previous month for the following month shall incur a "late penalty" of 1.5% per whole or partial month of the outstanding balance. The late penalty shall be remitted to the County either:
 - A. As a separate item (noting the period of covered for the late fee) included with the check for the Access Fee; or
 - B. In a separate check.

The OCCC Business Office will be responsible for assessing the late penalties, if applicable. All payments shall be sent to the attention of the OCCC Business Office, P.O. Box 691509, Orlando, FL 32869-1509.

Attachment to ACORD Certificate for Cellco Partnership dba Verizon Wireless

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership dba Verizon Wireless
 180 Washington Valley Road
 Bedminster NJ 07921 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC015883661 FL	06/30/2011	06/30/2012	
A		N/A		015883659 CA	06/30/2011	06/30/2012	
B		N/A		WC015883660 TX	06/30/2011	06/30/2012	
B		N/A		WC015883658 MN	06/30/2011	06/30/2012	

Certificate No : 570045882510

