

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BUSINESS LINXS, INC.  
FOR  
AVAYA TELEPHONE SYSTEM MAINTENANCE AND SUPPORT SERVICES**

**THIS AGREEMENT**, dated as of the 9 day of January, 2018, is made between **BUSINESS LINXS, INC.**, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Avaya Telephone System Maintenance and Support Services(the "Project"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through January 9, 2021, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

As compensation for the Maintenance and Support Services for Citywide Facilities at \$3,000.00 per month for an annual cost not to exceed \$36,000.00 for a period of three(3) years. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this

Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant. The City Manager may immediately terminate this Agreement if is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and

third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.  
City Attorney  
Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor  
Coral Gables, FL 33134

For The Consultant: Oscar Bailly, President  
Business Linxs  
9990 SW 77 Avenue #210  
Miami, FL 33156

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

- 16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent Consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be

construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

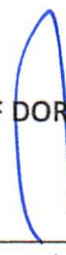


**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:

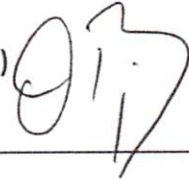
  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

  
By: \_\_\_\_\_  
Edward A. Rojas, City Manager  
Date: 0.12.18

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Weiss Serota Helfman Pastoriza Cole & Bonsike, PL  
City Attorney

**BUSINESS LINXS**  
**("CONSULTANT")**  
  
By: \_\_\_\_\_  
Oscar Bailly  
President  
Date: 1/9/2018

**REQUIRED INSURANCE**

SEE EXHIBIT "A" ATTACHED



# CERTIFICATE OF LIABILITY INSURANCE

JTM  
R001DATE (MM/DD/YYYY)  
6/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	CONTACT NAME:		
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112	
E-MAIL ADDRESS:			
<b>INSURED</b>	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Hartford Casualty Ins Co		14397
	INSURER B: Twin City Fire Ins Co		29459
	INSURER C:		
	INSURER D:		
	INSURER E:		

**PRODUCER:**  
NORTHEAST AGENCIES INC/PHS  
210204 P:(866) 467-8730 F:(888) 443-6112  
301 WOODS PARK DRIVE  
CLINTON NY 13323

**INSURED:**  
BUSINESS LINXS INC  
125 S STATE ROAD 7  
WELLINGTON FL 33414

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			01 SBM RD5298	07/09/2018	07/09/2019	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	General Liab	X					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			01 SBM RD5298	07/09/2018	07/09/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	HIRED AUTOS ONLY	X					BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01 WEC LZ8061	10/12/2017	10/12/2018	X PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE- EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF DORAL 8401 NW 53RD TER MIAMI, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>

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**SCOPE OF SERVICES**

SEE EXHIBIT "B" ATTACHED

## SECTION 3 – SCOPE OF SERVICES

### PROJECT OVERVIEW

The City of Doral is soliciting formal bids from qualified and experienced bidders to perform maintenance, support, installation, integration, and configuration services associated with Avaya Telephone Systems & XIMA Chronical System and Avaya hardware and software that have been designated thru out the Government center, Police department and Legacy Park.

#### **3.1 Description of Maintenance and Support Scope**

Annual service maintenance agreement for Citywide

- 3 Avaya IP Office PBX
- 3 Voicemail Auto Attended systems
- 1 Avaya Management Server for aiiiP Office systems
- 600 VoiP extensions citywide.
- Firmware upgrades, programing changes, systems report, systems call flows.
- Provide 24/7 support for City of Doral staff relating to any issues or requests.
- Responsible for call server security patches and upgrades.
- Quarterly health checks and reports on all systems.
- Vendor shall have support staff with level 2-level 3 experience and with SIP/Phone providers such as AT&T and/or others.
- Redundancy experience with cloud solution provider such as Flowroute.
- Sign a non-disclosure agreement NDA for remote access to City of Doral Avaya network which will be provided by City of Doral.

#### **3.2 Description of Locations to Support.**

- City Hall- 8401NW 53Ro Terrace, Doral, FL 33166
- Police Department- 6100 NW 99th Ave, Doral, FL 33178
- Legacy Park- 11400 NW 82nd St, Doral, FL 33178

## PRICING

Annual Service/Maintenance for:

- 3 Avaya IP Office PBX
- 3 Voicemail Auto Attended systems
- 1 Avaya Management Server for all IP Office Systems
- 600 VoIP extensions citywide.
- Firmware upgrades, programming changes, systems report, systems call flows.
- Provide 24/7 support for City of Doral staff relating to any issues or requests.
- Responsible for call server security patches and upgrades.
- Quarterly health checks and reports on all systems.
- Vendor shall have support staff with level 2-level 3 experience and with SIP/Phone providers such as AT&T and/or others.
- Redundancy experience with cloud solution provider such as Flowroute.
- Sign a non-disclosure agreement NDA for remote access to City of Doral Avaya network which will be provided by City of Doral.

**Total Yearly Cost**

\$ 36,000

**BUSINESS LINXS HELP DESK SERVICE AGREEMENT**

SEE EXHIBIT "c" ATTACHED

## **BUSINESS LINXS HELP DESK SERVICE AGREEMENT**

**Customer:** City of Doral

**Agreement Number:** 1075

**Location:** 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166

**Contract Date:** January 9, 2018

**Yearly Charge:** \$36,000.00

**Contract Term:** 3 Year

This Help Desk Service Agreement represents a service agreement between Business Linxs, Inc. ("Business Linxs") and City of Doral, whose telephony resources are supported by Business Linxs. This Agreement has been created to provide an understanding between Business Linxs' help desk services ("Help Desk") and City of Doral on the type of support that is provided by the Help Desk. This Agreement stipulates explicitly and in detail performance expectations in terms of volume, quality, and time frames.

The Help Desk is the single point of contact for all telephone and voicemail questions, problems, and information of service requests. Whenever possible, the Help Desk staff will attempt to talk through a solution while on the phone. If this is not possible, the request for service will be logged into the Help Desk tracking system and a staff member will be assigned to resolve the problem in person.

### **TERMS AND CONDITIONS**

**1. Support Services:**

A) Pursuant to the terms and conditions of this Agreement, Business Linxs' Help Desk shall provide support during the term of this Agreement, the services summarized as follows: (1) provide City of Doral with answers to product usage, installation, and services; (2) provide City of Doral with remote administration for moves and changes; and (3) provide City of Doral trouble-shooting services for telephones, voice mails, call accounting, and provider services. All onsite add, moves, and changes are billable

B) Business Linxs' remedial response objectives are as follows:

I) Help Desk will make every effort to resolve issues at the time of the service call. This will be the initial method for resolving issues before assigning a priority level. Help Desk staff will log and assign priorities for all requests not resolved at the time of the call, based on specific definitions. Requests will be handled according to the priority assigned to them. The service level provided by the Help Desk is based on the priority of the call. There are two different priority levels that can be assigned to a ticket: standard priority and emergency priority. The response time for a standard priority request shall be within four (4) hours from the time of initial contact. The response time for an emergency priority request shall be within two (2) hours from the time of initial contact. The priority level is determined by the Help Desk professional receiving and entering the call;

II) response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is meant to indicate the maximum time interval in which City of Doral will be contacted by the technician assigned to the ticket. Every effort will be made to immediately respond to and resolve all priority calls. If a solution cannot be



determined, City of Doral will receive a couple of options that can work around their problem; and

III) with respect to service under this Agreement, service shall be provided Monday through Friday, excluding holidays, during the business hours of 8:00 AM to 5:00 PM. Service provided outside of normal business hours will be handled on the following business day. Hours of operation are subject to change.

2. **Terms and Payment:**

A) The term of this agreement shall commence as of the effective date set forth above and will cover a period of one (3) year.

B) Payments due from the City of Doral to Business Linxs hereunder shall be made within thirty (30) days from the date of Business Linxs' invoice. In the event payment is not made within thirty (30) days, Business Linxs shall not be obligated to perform pursuant to this agreement.

3. **Taxes:**

Rate(s) or other charges incurred by the City of Doral in this Agreement do not include any federal, state or local privilege, use, sales or excise taxes paid or payable by either Business Linxs or City of Doral with respect to the Agreement or any of the services performed or material, equipment or other items provided by Business Linxs' net income or capital stock, which shall be borne by Business Linxs.

4. **Limitation of Liability:**

City of Doral agrees that neither Business Linxs or its sub-contractor shall be liable for any loss or damage to the equipment or other property or injury or death to City of Doral's agents, employees, or other customers arising in the connection with services provide by Business Linxs or its sub-contractors under this Agreement unless such loss, injury, death or damage results solely from the negligence or willful misconduct of Business Linxs' officer, employees or agents or those of Business Linxs' sub-contractor. IN NO EVENT SHALL BUSINESS LINXS OR ITS SUB-CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WIHTOUT LIMITATION, ANY LOSS BY CITY OF DORAL OF BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR EQUIPMENT.

5. **Force Majeure:**

The timelines of performances by Business Linxs of Help Desk Services hereunder or the performance of any other obligations of Business Linxs under this Agreement is in every case subject to delays, causes by an Act of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, government laws, regulations or orders, act or injunction, (whether or not such labor event is within the reasonable control of Business Linxs). In the event of such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.

**6. Assignment:**

Business Linxs may assign, sub-contract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this Agreement including, without limitation, Business Linxs' obligation to provide Help Desk Services or other services hereunder will be subject to the same terms and conditions as are set forth herein. City of Doral shall not assign or sub-contract any part or all of its interests hereunder except upon the prior written consent of Business Linxs which consent shall not be unreasonably withheld, and any attempted assignment or sub-contracting without Business Linxs prior written consent shall be null and void.

**CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS AGREED UPON. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT IN A WRITTEN DOCUMENT AND EXECUTED BY AN OFFICER OF BUSINESS LINXS. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN OFFICER OF CITY OF DORAL, AND BUSINESS LINXS.**

**CITY OF DORAL**

**BUSINESS LINXS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION No.17-212**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-32, "AVAYA TELEPHONE SYSTEM MAINTENANCE AND SUPPORT SERVICES", TO BUSINESS LINXS, INC.; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BUSINESS LINXS, INC. TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR CITYWIDE FACILITIES AT \$3,000.00 PER MONTH FOR AN ANNUAL COST NOT TO EXCEED \$36,000.00 AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") issued Invitation to Bid 2017-32 (the "ITB") on October 24, 2017 for the procurement of Avaya Telephone System and XIMA Chronical Maintenance & Support Services and

**WHEREAS**, as a result of the advertisement on the City's Website and DemandStar, two (2) submittals were received and opened by the November 16, 2017 deadline; and

**WHEREAS**, BUSINESS LINXS, INC., was determined to be the lowest, most responsible and responsive bidder; and

**WHEREAS**, staff has recommended that the City Council authorize the City Manager to enter into Agreement with BUSINESS LINXS, INC. to provide and Avaya Telephone System and XIMA Chronical Maintenance & Support Services at \$3,000.00 monthly service for an annual cost not to exceed \$36,000.00, and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Award.** The ITB is hereby awarded to BUSINESS LINXS, INC. for the purchase and Avaya Telephone System and XIMA Chronical Maintenance & Support Services. This award, in and of itself, absent an agreement with the City, does not vest BUSINESS LINXS, INC. with any rights.

**Section 3. Authorization.** The City Manager is hereby authorized to enter into a Agreement with BUSINESS LINXS, INC. to Avaya Telephone System and XIMA Chronical Maintenance & Support Services at \$3,000.00 monthly service for an annual cost not to exceed \$36,000.00., with encumbered funding available from account #001.22005.500460. The City Manager is further authorized to expend budgeted funds in furtherance hereof


**Section 4. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Not Present at Time of the Vote
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Not Present at Time of the Vote
Councilwoman Claudia Mariaca	Yes


PASSED AND ADOPTED this 13 day of December, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY