



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:
MISSION CRITICAL SYSTEMS, INC.

2. Proposed Action:
 New Contract Amendment, Number Renewal Extension

3. Document Type (select one):
Agreement

4. Purpose/Description:
Provides Checkpoint firewall equipment and security for County's computer networks, including infrastructure and sensitive systems within the County.

5. Special Provisions (select if applicable):

| | |
|---|--|
| <input type="checkbox"/> Living Wage Program | <input type="checkbox"/> SBE Sheltered Market Program |
| <input type="checkbox"/> Workforce Investment Pilot Program | <input type="checkbox"/> M/WBE Program |
| <input type="checkbox"/> Federal DBE/ACDBE program | <input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ % |
| <input type="checkbox"/> CBE Program | <input type="checkbox"/> Cash Match Required: \$ _____ or _____ % |

6.a. Effective Dates (for new agreements only):
 Start : upon execution
 End: three years with two additional one-year terms

6.b. Effective Dates (amendments only):
 No Change
 End date has changed from _____ to _____.
 Term has from _____ to _____.

7. Contract Administrator:
 Name: John Bruno
 Phone: 954-357-8821

8. Contract Type:
 Cost reimbursement Open-end
 Firm fixed price Time and materials
 Performance-based Other _____

9.a. Contract Value (new contracts)
 Actual Estimated

| | |
|-----------------------------|--------------------|
| Base amount | \$1,200,000 |
| Optional Renewal Terms | \$800,000 |
| Optional Services | \$300,000 |
| Total contract value | \$2,300,000 |

9.b. Contract Value (amendments only)
 No change Actual Estimated

| | |
|----------------------------------|--|
| Original approved contract value | |
| Approved previous adjustments | |
| Value of this action | |
| Amended total contract value | |

10. Payment Method
 Lump Sum Payment
 Milestone or Progress-Based
 Scheduled or Time-Based
 Other Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule).

11. Payment Terms

| Item Description | Minimum Discount Price | Invoiced |
|--|---|---|
| Check Point Equipment (Hardware Servers, Devices, and Appliances) | 55% off List Price | Upon delivery (Check Point equipment only) or written Final Acceptance by County (if services included) |
| Check Point Software (Software Applications, virtual Firewalls, Add-On Feature Software Modules, and Licensing) | 55% off List Price | Upon written Final Acceptance by Contract Administrator |
| Check Point Support and Maintenance Services (including Check Point Support and Subscription, Annual Coverage, varying tiered support plans) | 18% off List Price | Upon written Final Acceptance by Contract Administrator |
| Installation or other services acquired per Work Authorization | Applicable Minimum Discount Prices for components as set forth above, unless otherwise agreed | Per Work Authorization terms |

12. Cost Adjustment
 Not Applicable Fixed Percentage % Actual Cost
 CPI or other Index Fixed Amount - \$ _____ Other:

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: None
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: None
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: None

14. Renewal or Extension Terms:

COUNTY SHALL HAVE THE OPTION TO RENEW THIS AGREEMENT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS BY SENDING NOTICE OF RENEWAL TO PROVIDER AT LEAST (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.

15. Termination and Cancellation Provisions

For Cause: THIS AGREEMENT MAY BE TERMINATED FOR CAUSE BASED ON ANY BREACH THAT IS NOT CURED WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE FROM THE AGGRIEVED PARTY IDENTIFYING THE BREACH.

For Convenience: THIS AGREEMENT MAY ALSO BE TERMINATED FOR CONVENIENCE BY THE BOARD UPON PROVIDING WRITTEN NOTICE TO PROVIDER OF THE TERMINATION DATE, WHICH SHALL BE NOT LESS THAN THIRTY (30) DAYS AFTER THE DATE SUCH WRITTEN NOTICE IS PROVIDED. IF COUNTY ERRONEOUSLY, IMPROPERLY, OR UNJUSTIFIABLY TERMINATES FOR CAUSE, SUCH TERMINATION SHALL, TO THE FULL EXTEND PERMISSIBLE UNDER APPLICABLE LAW, BE DEEMED A TERMINATION FOR CONVENIENCE, WHICH SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER SUCH NOTICE OF TERMINATION FOR CAUSE IS PROVIDED.

16. Deliverables, milestones or scope of this action:

County may acquire any Equipment manufactured by or for, Check Point Software Technologies, LTD, branded under the Check Point name or any other official branding associated with Check Point Software Technologies, Ltd. by issuance of an appropriate Purchase Order or Work Authorization. County is under no obligation to purchase any given quantity or product(s) at any time. County reserves the right to utilize any other County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per County policy, in lieu of purchasing any good or service under this Agreement.

17. List terms, considerations or deviations from standard county form.

1. The primary technology is being provided by subcontractor Check Point Software Technologies Ltd. Therefore, Services and support may be provided by Check Point, and compliance with County's indemnification and security requirements may be met by the performance of Check Point.
2. Additional equipment may be acquired by purchase order; purchase of software and additional services will require an executed Work Authorization.
3. Current subscriptions are not subject to acceptance testing; any subsequently procured software will be subject to acceptance testing and the Work Authorization will state the applicable final acceptance test criteria.