

**TERM CONTRACT FOR FIBER OPTIC CABLES AND ITS SYSTEMS
(IFB604992-25/LAS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **ADVANCED CABLING SOLUTIONS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 201 Reece Way, Suite 1431, Casselberry, Florida 32707, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide fiber optic cables and ITS Systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Traffic Engineering Division
140 Bush Loop
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR 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. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Traffic Engineering Division
140 Bush Loop
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Advanced Cabling Solutions, Inc.
201 Reece Way Suite 1431
Casselberry, FL 32707

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ADVANCED CABLING SOLUTIONS, INC.

Witness

By: _____
ROBERT LOYER, VP

Print Name

Date: _____

Witness

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit

Exhibit A- Scope of Services

SUMMARY

This contract is frequently used to hire contractor personnel to assist County staff in emergency fiber optic network repairs. The Contractor shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish fiber optic cable and ITS systems. All items furnished or installed by the contractor shall be on FDOT's approved product list (APL).

County will retain Contractor to furnish materials as further described in the IFB documents. Contractor will be bound by all requirements as contained in this solicitation package and all addenda thereto.

CONTRACTOR & PERSONNEL REQUIREMENTS

- Contractor must be located within the Central Florida Area
- The Contractor shall have IMSA Level II Traffic Signals certified personnel.
- The contractor shall have completed FDOT's ITSFM user training.
- The contractor shall therefore have personnel and materials available to respond within two (2) hours of being notified to perform such repairs.
- All certifications, licenses, and applicable service provisionary requirements must be provided to County at time of Bid.

PROJECT SPECIFICATIONS & PAY ITEMS

Pay item numbers not provided shall be in accordance with the latest FDOT specification. Please refer to the latest FDOT's Basis of Estimates Manual for item descriptions. The numbers in the contract were intended to match FDOT's numbers as close as possible, but differences and unique numbers may exist. **Specifications for these items shall conform to the latest applicable FDOT specifications as required by the pay item designation, latest Roadway and Traffic Design Standards, and as modified by Seminole County. Please note that many of these items include additional materials (brackets, cable, surge protection, etc.) that are not broken out separately, but instead included in the item price.**

522-1 Concrete sidewalk replacement

This pay item is intended for the removal and replacement of a concrete sidewalk section in conjunction with replacing an existing fiber pull box or the installation of a concrete mow pad to an existing fiber pull box. Installation per FDOT standards.

575-1-1 & 2 Sod (Bahia & St. Augustine)

This pay item is intended for restoration of disturbed work areas back to its original condition. The contractor shall furnish and install sod as necessary.

580-332-2 Tree Removal / Trimming

This pay item is intended to be used for trimming branches and tree limbs that are interfering with the installation of aerial communication cable. Payment shall be made based on the contractor clearing a 4 foot radial path for 25 feet horizontally along the proposed cable route. If this item is used for tree removal than multiples of this pay item will be negotiated based on the size of the tree.

630-1-11 Conduit Aboveground

All aboveground conduit shall be rigid 2" galvanized steel. The conduit shall be installed in accordance with current FDOT specifications.

630-1-12 Conduit Underground

All underground conduits shall be 2" schedule 40 PVC or 2" HDPE buried at depth of 36". The conduit shall be installed in accordance with current FDOT specifications.

634A - Locate Wire, Installed Separately

This item is intended for the installation of locate wire (tone wire) used for locating purposes. The tone wire pay item will be used to install one (1) 12 AWG solid copper wire in an existing conduit network already populated with fiber optic cable. This pay item includes all necessary preparation work required to install the wire such as the installation of pull string, etc. The tone wire shall be orange 12 AWG solid copper as per FDOT specifications.

634B - Locate Wire, Installed in conjunction with fiber cable pulling

This item is intended to be used with the installation of new fiber. This pay item will be used when new cabling is installed. The tone wire shall be orange 12 AWG solid copper as per FDOT specifications.

634-6 - 1 - Messenger wire

This item is intended for support for aerial interconnect, communication cabling and shall be 1/4" diameter, EHS. All required pole hardware and materials needed for the messenger installation shall be included in this pay item.

635-1-11 - Pull and Junction Box, Ground Mounted

All pull boxes are to be polycrrete, PG style, 13"x24", tier 15, with a non-conductive lid (Quazite type or approved equivalent), Lids shall be marked "fiber optic". Installation per FDOT standards.

635-1-11A, B, C, Fiber Junction Vault

Exhibit A- Scope of Services

39" lid round fiber vault shall be X required depth. Lid marked "Fiber Optic" and shall be Quazite Corporation product or approved equivalent. A one foot by one foot by 6 inch concrete apron shall be poured around junction box. Pull box shall be rated Tier 15. Installation per FDOT standards.

635-1-15 - Fiber Pull and Junction Box, Ground Mounted

All pull boxes are to be polycrrete, PG style, 24"X36" X required depth (either 24", 36",48" depth) with a non-conductive lid (Quazite Corporation or approved equivalent), lids shall be marked "Fiber Optic". A one foot by one foot by 6 inch concrete apron shall be poured around junction box. Pull box shall be rated Tier 15. Installation per FDOT standards.

635-1-16 - Fiber Optic Enclosure Rack Mount 12 Port

Rack mounted fiber optic patch panel. The enclosure shall be preloaded with ST adapters as required. Shall have drop down hinged door to protect connectors. As per Corning CCH-O1U

635-1-17 - Fiber Optic Enclosure Rack Mount 24 Port

Rack mounted fiber optic patch panel. The enclosure shall be preloaded with ST adapters as required. Shall have drop down hinged door to protect connectors. As per Corning CCH-O2U

635-1-18 - Fiber Optic Enclosure Rack Mount 72 Port

Rack mounted fiber optic patch panel. The enclosure shall be preloaded with ST or SC adapters as required. Shall have drop down hinged door to protect connectors. As Per Corning CCH04U.

635-1-19 - Fiber Optic Enclosure W.I.C.

Wall mounted interconnect center. As per Corning WIC-012 (Box shall be pre-loaded with 24 ST style couplers/adapters with ceramic inserts (24 single mode).

643-1 - Down Guy Installation

Down guy installation on a wood or concrete pole. Pay item includes anchor and all associated hardware including the yellow guy guard protector.

670-110C - Cabinet, Base Only

This pay item is intended as lump sum compensation to the contractor for the installation of 60-inch x 60 inch x 6 inch pad for a communication hub cabinet. The base shall have (5) 2 inch, (2) 4 inch, and (2) 1 inch PVC conduits. All conduits shall be stubbed out in the closest pull box i.e. (no stub outs of spare conduits below grade).

670-110D - Splice Cabinet

334 "170 Type" cabinet with front and back door. Cabinet to include 19 inch rack, document drawer, AC service panel with surge protection, light, thermostat controlled ventilation fan, door switch. Powder coat cabinet inside and out.

670-110E - Cabinet, Master Communication Hub

This pay item is used to furnish and install a Southern Manufacturing WE332D-FLITS-B-SS-AC-PT Master Communication Hub Cabinet or approved equivalent. The Communication Hub shall have two (2) doors front and two (2) doors rear and the following specifications:

1. Type 332D Base Mount Enclosure w/ HVAC
2. Powder Coat Cabinet – Inside and Outside
3. Dimensions 67" H x 49" W x 30" D
4. Lifting Eyes, 1" diameter hole, Support 1000 lbs.
5. Sunshield
6. No Louvers in Doors
7. No Vents
8. No Plastic Sleeves
9. Insulation, Two layers of 5/16", foil faced R-4 (R-8 Total)
10. 6000 BTU, 120 VAC, Thermal Edge Air Conditioner NE6012604
 - a. Remote Control
 - b. Integrated Heater, 500W
 - c. Control, Monitor & Alarm • XWEB300D Web Server Accessory
 - d. High Ambient Package
 - e. Open Door Kill Switch
11. Removable, Full Height, EIA/ECIA/ECA, 19" Standard Racks, Tapped #10-32
12. (2) Non-slip Drawers
13. (4) 19" Standard Shelves
14. Cabinet is wired for:
 - a. (4) 10w LED light fixtures with door activated switch
 - b. (1) Door activation switch per door
15. Rack Mounted Power Panel
 - a. Surge Suppressor, 120 VAC, 80KA
 - b. Main Breaker, Single Pole 30A
 - c. Equipment Breaker, 15A Single Pole
 - d. Auxiliary Breaker, 20A Single Pole
 - e. (1) 120VAC, 15A GFCI
 - f. (1) 120VAC, 20A Single Receptacle
 - g. (1) 120VAC, 15A Duplex
16. (2) Cyber Power CPS1215RMS Surge Protector, 120VAC/15A
17. (1) ITS Commander Remote Power Management
18. Automatic Transfer Switch, 120VAC/30A
19. Recessed, L5-30P 30A W/ Flush Mount Access Door

684-14 C-F & 684-24 C-F Fiber Optic Cable

Exhibit A- Scope of Services

Fiber Optic Cable

24, 72, 96, 144 strand single-mode 8.3/125um, Corning cable or approved equivalent, loose tube, dry blocked, mini bundle, all dielectric, medium density polyethylene jacket per Corning "ALTOS" "Gel Free" in accordance with the following specifications: 8.3/125, .5 db/km @ 1310 nm, .4 db/km @ 1550 nm.

684-34 - Install Only Fiber Optic Cable (Underground)

Install cable furnished by others, underground or in building environments. Pay item number does not include messenger, conduit or inner duct. For underground installation, the cable shall be pulled into a 2" conduit with typical pull box spacing between 400 and 500 feet with an orange 12 AWG solid copper as per FDOT specifications.

684-34A - Install Only Fiber Optic Cable (Aerial)

This pay item is for the Installation of Fiber Optic cable provided by others. The Cable shall be lashed to a new span. The cable can also be over lashed on top of existing aerial cable. The lashing material shall be stainless steel and a minimum .045" diameter. Two rolls of material shall be used when lashing (Double Lash).

685 - Fiber Optic Miscellaneous Materials

Connectors

- Fiber Optic connector ST MM or ST SM, 125um fiber, ceramic ferrule, Corning Unicam.

Pigtails

- Fiber Optic pigtail ST MM 62.5/125um, 1 meter, uv cure adhesive or oven cure epoxy connector ceramic ferrule. Color matched jacket.
- Fiber Optic pigtail ST SM 8.3/125um, 1 meter, uv cure adhesive or oven cure epoxy connector ceramic ferrule. Color matched jacket..

Fiber Optic Splice - Fusion

All fusion splices shall be less than .10 db in attenuation per FDOT standards. Splices shall be heat shrink protected.

Buffer Tube Fan-out

- 6 or 12 fiber fan-out with 900 um fan-out tubing. 25 inches in length

Splice Tray

- Reduced length to fit in Corning WIC or full length as required by installation.
- As required to fit various splice enclosures

Aerial Splice Enclosure

- Splice enclosure suitable for 72, 96, 144 splices as required. Large enclosure with the ability to store slack buffer and trays. As per Preformed Line Products "Coyote" 6 ½" x 22" or approved equivalent. Includes bracket or hardware kit to span mount enclosure.

Buried Splice Enclosure

- Splice enclosure suitable for 72, 96, 144 splices as required. Large enclosure with the ability to store slack buffer and trays. As per Preformed Line Products "Coyote" 6 ½" x 22" or approved equivalent.

685-399A - Fiber testing (per strand), Terminated Fiber

This item is for fiber testing by qualified fiber technician on a per strand basis. The O.T.D.R. testing shall be done at two wavelengths (1310 and 1550) in one direction. Testing to be completed on terminated strands. Pay item includes furnishing test results in electronic format.

685-399B - Fiber testing (per strand), Bare Fiber

This item is for fiber testing by qualified fiber technician on a per strand basis. The O.T.D.R. testing shall be done at two wavelengths (1310 and 1550) in one direction. Testing to be completed on bare fiber strands (reel testing). Pay item includes furnishing test results in electronic format.

685-399C - Fiber Technician (per hour)

This item is for a qualified fiber technician to perform various fiber functions, including, but not limited to, construction, testing, repair and troubleshooting. The technician shall have an OTDR, power meter, and any other equipment necessary to perform the work described above. This item will be paid on a per hour basis.

685-399D - Fiber Adjustment/Transfer, Aerial

This pay item is for a qualified aerial fiber optic construction crew to perform various types of aerial cable transfers from an existing wood or concrete pole to a new wood or concrete pole. This includes re-sagging of spans and other types of aerial cable adjustments that may arise through routine maintenance of the County's fiber optic network. The construction crew shall include a bucket truck and any tools/attachment hardware required to complete the work assigned. This item will be paid on a per hour basis.

685-399E - Fiber Conduit Proofing

This pay item is for a qualified construction crew to perform conduit and pathway proofing. This includes blowing out conduits, uncovering pull boxes, and other various types of work that may arise through routine maintenance of the County's fiber optic network. The construction crew shall include a trailer

Exhibit A- Scope of Services

mounted compressor, and any tools required to complete the work assigned. This item will be paid on a per hour basis.

686-101- Furnish and install Camera Assembly

Dome housing as per Bosch 7000 HD Series PTZ or newer with TCP/IP Module Day-Night Camera or equal. High resolution camera with automatic switching between Day (color) Mode and Night (monochrome) 20x optical zoom. Materials included in this pay item number are: parapet mounting bracket, power / control cabling, plug in transformer, surge protection.

686-301 – Install only Camera Assembly

Install only of Bosch 7000 or equivalent camera assembly. Camera assembly and parapet mounting bracket supplied by others. Materials included in this pay item number are: power / control cabling, plug in transformer, surge protection.

686-401– Replace only Camera Assembly

Replace only of Bosch 7000 or equivalent camera assembly supplied by others.

686-501 – Install only Bluetooth Assembly

Install only of BlueToad Bluetooth assembly or equivalent. Bluetooth assembly and mounting bracket supplied by others. Materials included in this pay item number are: cabling, POE injector, surge protection.

686-601– Replace only Bluetooth Assembly

Replace only of BlueToad Bluetooth assembly or equivalent.

690-90 - Optical Fiber Removal

Removal / Disposal of underground fiber optic cabling and aerial fiber optic cabling with span.

999A - Fiber Marker Dome

This items is for Marking pull box locations & cable route's. Dome shall be marked "Buried Fiber Optic Cable" with the Seminole County logo and telephone number on it. The marker post shall be white 3 ½" in diameter with an orange cap. The minimum length of the marker shall be no less than 72 inches.

999B - Fiber Marker Dome, Install Only

This items is for Marking pull box locations & cable route's. This pay item is to be used when the marker is furnished to the contractor for installation. The marker post is 3 ½" in diameter with an orange cap. The length of the marker is 72 inches and shall be set at least 24" deep.

999C - Fiber Optic Snow Shoe

Snow Shoe slack storage system. This pay item includes all necessary hardware required for installation.

999D - U Guard, 2inch, plastic

U – Guard riser type, 2 inch, PVC. To be used for risers on power poles as a replacement for above ground rigid conduit. This pay item includes all necessary hardware required for installation.

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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R**SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****00.00****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C- PRICING PROPOSAL

The Contractor shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish fiber optic cable and ITS systems. All items furnished or installed by the contractor shall be on FDOT's approved product list (APL). Pay item numbers not provided shall be in accordance with the latest FDOT specification. Please refer to the latest FDOT's Basis of Estimates Manual for item descriptions. The numbers in the contract were intended to match FDOT's numbers as close as possible, but differences and unique numbers may exist. Specifications for these items shall conform to the latest applicable FDOT specifications as required by the pay item designation, latest Roadway and Traffic Design Standards, and as modified by Seminole County. Please note that many of these items include additional materials (brackets, cable, surge protection, etc.) that are not broken out separately, but instead included in the item price.

Line Item	Pay Item	Description	Action	Quantity	Unit of Measure	Unit Cost	Total
1	522-1	Concrete sidewalk replacement	F/I	100	SY	\$79.64	\$7,964.00
2	575-1-1	Sod, Bahia	F/I	100	SY	\$6.12	\$612.00
3	575-1-2	Sod, St. Augustine	F/I	100	SY	\$7.38	\$738.00
4	580-332-2	Tree Removal/Trimming, per 25'	F/I	10	EA	\$251.64	\$2,516.40
5	630-1-11	Conduit, Above Ground	F/I	100	LF	\$36.94	\$3,694.00
6	630-1-12	Conduit, Underground	F/I	20,000	LF	\$11.09	\$221,800.00
7	630-1-13	Conduit, Under Pavement	F/I	100	LF	\$21.39	\$2,139.00
8	630-1-15	Conduit, Bridge Mounted	F/I	500	LF	\$33.91	\$16,955.00
9	630-1-17	Conduit, Directional Bore	F/I	20,000	LF	\$21.39	\$427,800.00
10	634A	Locate Wire, Installed separately	F/I	5,000	LF	\$1.63	\$8,150.00
11	634B	Locate Wire, Installed in conjunction w/fiber pulling	F/I	20,000	LF	\$0.53	\$10,600.00
12	634-6-1	Messenger Wire ¼"	F/I	10,000	LF	\$2.58	\$25,800.00
13	635-1-11	Pull & Junction Box, Ground Mounted	F/I	100	EA	\$703.57	\$70,357.00

Line Item	Pay Item	Description	Action	Quantity	Unit of Measure	Unit Cost	Total
14	635-1-11A	Fiber Junction Vault 39" Round Lid 24" deep	F/I	100	EA	\$3,638.97	\$363,897.00
15	635-1-11B	Fiber Junction Vault 39" Round Lid 36" deep	F/I	100	EA	\$3,789.12	\$378,912.00
16	635-1-11C	Fiber Junction Vault 39" Round Lid 48" deep	F/I	10	EA	\$3,954.85	\$39,548.50
17	635-1-15A	Fiber Pull Box, 24" X 36" x 24" deep	F/I	100	EA	\$2,446.85	\$244,685.00
18	635-1-15B	Fiber Pull Box, 24" X 36" x 36" deep	F/I	50	EA	\$2,549.17	\$127,458.50
19	635-1-15B	Fiber Pull Box, 24" X 36" x 48" deep	F/I	50	EA	\$2,601.36	\$130,068.00
20	635-1-16	Fiber Optic Enclosure Rack Mount 12 Port	F/I	10	EA	\$834.17	\$8,341.70
21	635-1-17	Fiber Optic Enclosure Rack Mount 24 Port	F/I	20	EA	\$1,263.16	\$25,263.20
22	635-1-18	Fiber Optic Enclosure Rack Mount 72 Port	F/I	10	EA	\$2,095.67	\$20,956.70
23	635-1-19	Fiber Optic Enclosure WIC 012	F/I	10	EA	\$817.48	\$8,174.80
24	641-1	Guying - Strain Pole	F/I	25	EA	\$580.00	\$14,500.00
25	643-130	Strain poles wood, 30'	F/I	10	EA	\$1,153.65	\$11,536.50
26	643-135	Strain poles wood, 35'	F/I	10	EA	\$1,187.28	\$11,872.80
27	643-140	Strain poles wood, 40'	F/I	10	EA	\$1,203.53	\$12,035.30
28	670-110C	Cabinet, Base Only	F/I	1	EA	\$2,950.43	\$2,950.43
29	670-110D	Cabinet, Fiber Splice	F/I	1	EA	\$10,763.43	\$10,763.43
30	670-110E	Cabinet, Master Communication Hub	F/I	1	EA	\$24,658.28	\$24,658.28
31	684-14	Optical Fiber 24 Strand SM Loose Tube	F/I	10,000	LF	\$2.42	\$24,200.00
32	684-24	Optical Fiber 24 Strand SM Loose Tube	F	1	LF	\$0.66	\$0.66

Line Item	Pay Item	Description	Action	Quantity	Unit of Measure	Unit Cost	Total
33	684-14C	Optical Fiber 72 Strand SM Loose Tube	F/I	10,000	LF	\$2.84	\$28,400.00
34	684-24C	Optical Fiber 72 Strand SM Loose Tube	F	1	LF	\$0.98	\$0.98
35	684-14D	Optical Fiber 96 Strand SM Loose Tube	F/I	10,000	LF	\$3.27	\$32,700.00
36	684-24D	Optical Fiber 96 Strand SM Loose Tube	F	1	LF	\$1.18	\$1.18
37	684-14E	Optical Fiber 144 Strand SM Loose Tube	F/I	10,000	LF	\$3.47	\$34,700.00
38	684-24E	Optical Fiber 144 Strand SM Loose Tube	F	1	LF	\$1.48	\$1.48
39	684-14F	Optical Fiber 36 Strand Hybrid 24 SM / 12 MM 62.5	F/I	1,000	LF	\$3.73	\$3,730.00
40	684-24F	Optical Fiber 36 Strand Hybrid 24 SM / 12 MM 62.5	F	1	LF	\$1.69	\$1.69
41	684-34	Optical Fiber, Install Only, In Conduit Underground	IO	20,000	LF	\$1.73	\$34,600.00
42	684-34A	Optical Fiber, Install Only, Aerial	IO	10,000	LF	\$2.08	\$20,800.00
43	685-177	Fiber Optic Connector, ST, SM,Unicam	F/I	100	EA	\$43.76	\$4,376.00
44	685-187	Fiber Optic Pigtail, ST,MM	F/I	10	EA	\$53.28	\$532.80
45	685-188	Fiber Optic Pigtail, ST,SM	F/I	100	EA	\$46.87	\$4,687.00
46	685-190	Fiber Optic Splice-Fusion, Greater Than 100 Splices	F/I	1,000	EA	\$38.75	\$38,750.00
47	685-190A	Fiber Optic Splice-Fusion, Less Than 100 Splices	F/I	1,000	EA	\$42.73	\$42,730.00
48	685-192	Buffer Tube Fan-Out	F/I	100	EA	\$97.39	\$9,739.00
49	685-193	Splice Tray	F/I	100	EA	\$48.20	\$4,820.00
50	685-194	Buried Splice Enclosure 72 strand	F/I	100	EA	\$1,437.94	\$143,794.00
51	685-194B	Buried Splice Enclosure 96 strand	F/I	100	EA	\$1,437.94	\$143,794.00

Line Item	Pay Item	Description	Action	Quantity	Unit of Measure	Unit Cost	Total
52	685-194C	Buried Splice Enclosure 144 strand	F/I	100	EA	\$1,541.98	\$154,198.00
53	685-194D	Aerial Splice Enclosure 72 strand	F/I	100	EA	\$1,546.48	\$154,648.00
54	685-194E	Aerial Splice Enclosure 96 strand	F/I	100	EA	\$1,546.48	\$154,648.00
55	685-194F	Aerial Splice Enclosure 144 strand	F/I	100	EA	\$1,650.52	\$165,052.00
56	685-399A	Fiber Testing (per strand), Terminated	F	1,000	EA	\$6.00	\$6,000.00
57	685-399B	Fiber Testing (per strand), Bare Fiber	F	100	EA	\$10.00	\$1,000.00
58	685-399C	Fiber Technician (per hour)	F	100	HR	\$89.38	\$8,938.00
59	685-399D	Fiber Adjustment/Transfer, Aerial	F	100	HR	\$324.39	\$32,439.00
60	685-399E	Fiber Conduit Proofing	F	100	HR	\$297.69	\$29,769.00
61	686-101	Camera Assembly furnish and install	F/I	1	EA	\$6,238.91	\$6,238.91
62	686-301	Camera Assembly install only	I/O	50	EA	\$1,267.93	\$63,396.50
63	686-401	Camera Assembly replace only	I/O	50	EA	\$1,382.48	\$69,124.00
64	686-501	Bluetooth Assembly install only	I/O	50	EA	\$1,250.00	\$62,500.00
65	686-601	Bluetooth Assembly replace only	I/O	50	EA	\$1,351.63	\$67,581.50
66	690-90	Optical Fiber, Removal	LF	1,000	LF	\$1.61	\$1,610.00
67	999A	Fiber Marker Dome	F/I	1	EA	\$315.94	\$315.94
68	999B	Fiber Marker Dome, Install Only	I/O	100	EA	\$95.14	\$9,514.00
69	999C	Fiber "Snow Shoe"	F/I	50	EA	\$178.93	\$8,946.50
70	999D	U Guard Riser, 2 inch, PVC	F/I	50	EA	\$132.00	\$6,600.00

Line Item	Pay Item	Description	Action	Quantity	Unit of Measure	Unit Cost	Total
TOTAL							\$3,809,625.68

EXHIBIT D

FIBER OPTIC CABLES & ITS SYSTEMS

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u>)
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D. Umbrella/Excess:

\$ 1,000,000	Per Claim
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E. Pollution Liability:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	General Aggregate

~~ End Exhibit D ~~

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type NameNotary Public in and for the County
and State Aforementioned

My commission expires: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by

_____, as _____ on behalf of the

Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced

_____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature

Print, Type or Stamp Name of Notary: _____

My commission expires: _____