

**MASTER SERVICES AGREEMENT FOR
SECURITY ACCESS CONTROL REPAIR AND MAINTENANCE
(RFP-7083-26/HSM)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **MILLER ELECTRIC COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 6805 Southpoint Parkway Jacksonville, FL 32216, 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 Term Contract for Programming, Repair and Maintenance, Support Services, Construction And Installation of Physical and Electronic Security, Access Control and Video Surveillance 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-year base period. At the sole option of COUNTY, this Agreement may be renewed for two successive periods not to exceed one year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. 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 Utilities
500 West Lake Mary
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 appropriations.

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 or retention 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 Automobile 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) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) 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 PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 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 Utilities
500 West Lake Mary Blvd
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Miller Electric Company
680 Southpoint Parkway
Jacksonville, FL 32216

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.

The remainder of this page has been intentionally left blank.

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

ATTEST:

MILLER ELECTRIC COMPANY

Witness

By: _____
Ed Witt, Jr- President, Chief Operations Officer

Print Name

Print Name

Witness

Title

Print Name

Date

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
ROBERT BRADLEY,
Purchasing Division Manager

Print Name

Date: _____

Witness

Print Name

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

05/16/2025

T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work 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

Scope of Services

**TERM CONTRACT FOR PROGRAMMING, REPAIR AND MAINTENANCE,
SUPPORT SERVICES, CONSTRUCTION AND INSTALLATION OF PHYSICAL
AND ELECTRONIC SECURITY, ACCESS CONTROL AND VIDEO
SURVEILLANCE SYSTEMS**

1) GENERAL INFORMATION:

- a) The Contractor will be responsible for various maintenance, repair, refurbishment, construction and equipment renewal of physical and electronic security projects associated with County buildings, facilities and locations. The Contractor will furnish all parts, materials, equipment, labor and supervision as necessary to calibrate, maintain, construct and install the assigned repair, refurbishment and/or replacement security system project(s). The Contractor will supply technical and programming services for the purpose of maintaining and optimizing various security databases and systems within Seminole County.

2) DEFINITIONS:

- a) Definitions to be used in this contract
 - i) Contract Documents – The documents that will form the Contract between the parties, including the “Request for Proposal” (which includes the Scope of Services), any attachments or addendum thereto, the CONTRACTOR’S “Proposal”, and the executed agreement, provided, however that the terms of this Scope of Services shall prevail if in conflict with any other document.
 - ii) COUNTY Representative – The designated Seminole County employee to represent the COUNTY. The Division Manager of the COUNTY department utilizing this Contract, or his/her designee, shall be the COUNTY representative for the purpose of the contract. Wherever in the Contract documents approval, disapproval, consent, consultation, direction, or other action of the COUNTY is anticipated; such actions shall relate to the COUNTY representative unless the context or a provision of law otherwise specifies the action to be taken by the Board of County Commissioners or a person who is not the COUNTY’s representative.
 - iii) Good and workmanlike manner - That quality of work performed by one who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of judging such work. It is understood and agreed that the utilizing department’s Manager and his/her designees are capable of judging what is and what is not “good and workmanlike”.

3) HOURS OF PERFORMANCE:

- a) Standard Hours: Standard working hours are Monday through Friday, 7:00 AM to 5:00 PM, excluding Seminole County holidays.
- b) Non-Standard Hours: Non-Standard working hours are Monday through Friday, 5:01 PM to 6:59 AM, weekends, and Seminole County holidays. After-hours work shall be approved in advance, prior to work being performed.

EXHIBIT A

- c) Emergency Response: Emergency response hours may encompass nights, holidays, weekends, twenty-four (24) hours per day, seven (7) days per week and require a four (4) hour maximum response time .
- d) The CONTRACTOR must provide a 24-hour point of contact for non-standard working hours and emergency services.

4) PROVISION OF QUALIFIED PERSONNEL:

- a) Technicians assigned to work on COUNTY facilities shall be trained and have adequate experience to complete the work in a “good and workmanlike manner” and in compliance with industry standards. This includes any required licenses and/or training as required by County, State and Federal laws as well as codes including but not limited to NFPA, FAC and OSHA.
- b) Communication with the COUNTY division staff and other COUNTY employees is required to perform this scope of services. Communication with the division staff is necessary to exchange information and instructions regarding the work assigned. Communication with other COUNTY employees is necessary to keep them informed regarding work schedules and status. Therefore, technicians assigned to work on COUNTY facilities shall be able to communicate properly, both verbal and non-verbal with COUNTY personnel.
- c) The CONTRACTOR shall designate their representative and single point of contact. This person shall be the person through whom the COUNTY shall conduct all normal business activities and direct normal correspondence.
- d) The CONTRACTOR shall ensure that all employees are clean, neat, and appropriately attired during the performance of the services. The CONTRACTOR shall ensure that all employees are properly dressed in a uniform shirt displaying the company name/logo. The photo ID badge shall be always displayed on the front of their uniform shirt when on COUNTY property.
- e) All onsite personnel employed by the CONTRACTOR shall conduct themselves in a professional, business-like manner. Such personnel shall not, by word of mouth or deed, express themselves in such a manner as would be construed as conduct being obscene, harassing or offensive by a reasonable, sensitive person. Any such conduct shall be cause for removal from the facility. The COUNTY shall have the sole right to determine what constitutes a violation of this section.
- f) All CONTRACTOR personnel shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving worksite.
- g) CONTRACTOR shall ensure that technicians are trained and authorized to work on the systems in place in COUNTY facilities and all systems supplied and installed by the CONTRACTOR.
- h) Training records of any training performed for all existing and newly hired employees must be made available and provided to the COUNTY's Representative within twenty-four (24) hours of request.

5) PROCEDURES FOR PERFORMING SERVICES:

- a) All work shall be performed in compliance with industry best practices, technical standards and authorities having jurisdiction, in addition to a “good and

EXHIBIT A

workmanlike manner". Work that is deemed to fall short of these requirements shall be corrected by the CONTRACTOR at no additional cost to the COUNTY.

- b) The CONTRACTOR shall conform to all Federal, State, City, and Seminole County standards and regulations during the performance of the contract applicable at the time services are performed.
- c) All Testing, Inspection, Maintenance and Repairs shall conform to the most recently adopted version of applicable building and safety codes, and all documentation shall conform to the most recently adopted version of applicable building and safety codes.
- d) Any fines levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the CONTRACTOR.
- e) Any person found not in compliance with any laws, statutes, rules, or regulations will not be allowed on the work site. Continued violations by a CONTRACTOR shall constitute cause for immediate termination of the Contract.
- f) The CONTRACTOR shall make every effort to minimize inconvenience to COUNTY employees and the public at service locations. Work shall be scheduled to provide the least inconvenience to building occupants and visitors. The CONTRACTOR shall coordinate all scheduling activities for services under this contract with the COUNTY representative. The COUNTY representative shall have the final authority on the schedules to be implemented.
- g) CONTRACTOR is responsible for prompt cleanup and proper disposal of excess material, scrap material, trash and debris from the jobsite.
- h) CONTRACTOR shall keep a safe and orderly workplace at all times.
- i) CONTRACTOR shall be responsible for the repair of damage to buildings or other COUNTY property that results from CONTRACTOR activities. This includes, but is not limited to plumbing systems, electrical systems, air conditioning systems, landscapes, pavement, irrigations systems, etc.
- j) The CONTRACTOR shall be responsible for obtaining and paying for all permits required to perform work and services on COUNTY facilities. See below in **The Work**.
- k) CONTRACTOR shall be responsible for any disposal fees that may be incurred for the removal of materials from COUNTY property in the performance of this contract.
- l) CONTRACTOR, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. CONTRACTOR shall at all times guard against damage to COUNTY property and injury to COUNTY employees, the public and other vendors and CONTRACTORS and shall be held responsible for replacing or repairing any such loss or damage. The CONTRACTOR shall comply with all State, OSHA and other applicable safety regulations.
- m) All work orders issued to the CONTRACTOR as an EMERGENCY will require the CONTRACTOR to have a technician on site within four (4) hours of notification .
- n) If the necessary repairs to the system cannot be performed at the time of the initial visit, the system shall be stabilized to avoid repeat or worsening conditions before the technician leaves the site and until such time as the repairs can be completed.

EXHIBIT A

- o) The CONTRACTOR shall provide the COUNTY with a status report on the condition of relevant systems prior to departing from the site.
- p) All the services required hereunder shall be performed by the CONTRACTOR's direct employees or authorized subcontractors under the CONTRACTOR's supervision. All personnel engaged in performing the services shall be fully qualified, experienced and, if required, certified, authorized, licensed or permitted under state and local law to perform such services. Please refer to **Subcontractors** below.
- q) The CONTRACTOR, upon request by the COUNTY, shall remove all CONTRACTOR's personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment is deemed to be contrary to the interest of the COUNTY as determined by the COUNTY, or if it is determined that services are not being performed in accordance with the terms and conditions of this contract.
 - i) The COUNTY's request to remove any employee from this contract shall, in no instance, be considered a request for the CONTRACTOR to terminate the designated individual from CONTRACTOR's employment. The sole intent of such a request is removal from this contract.
 - ii) The COUNTY Representative, may request the CONTRACTOR remove any Supervisor if it is determined that services are not performed in accordance with the terms and conditions of this contract
- r) The COUNTY may schedule meetings periodically to review contract terms, performance, and other contractually related matters. The CONTRACTOR shall be required to attend all meetings as requested by the COUNTY; no additional compensation shall be provided to the CONTRACTOR for attending these meetings.
- s) Services not performed in accordance with the content of this contract shall be considered unsatisfactory and unacceptable. In the event of nonperformance or unsatisfactory performance by the CONTRACTOR or their employees (including subcontractors), the COUNTY Representative shall have the right to exercise one or more of the following options:
 - i) Notify the CONTRACTOR of non-performance/unsatisfactory performance in writing and allow CONTRACTOR to correct such item of non-performance/unsatisfactory performance within a twenty-four (24) hour timeframe. Although the timeframe for making corrections may occur outside of the CONTRACTOR's normal working hours, the CONTRACTOR shall not receive any further compensation.
 - ii) The Program Manager may request the CONTRACTOR remove any Supervisor or employee, if it is a personnel-related issue.
- t) The COUNTY reserves the right to correct any item of nonperformance/unsatisfactory performance by any means it deems necessary to ensure the effective operation of the COUNTY's facilities. Costs incurred by the COUNTY for the correction using COUNTY employees shall be deducted from payments made to the CONTRACTOR. If another CONTRACTOR is used to correct the item, that cost will be deducted at the rate charged by the requested CONTRACTOR.

EXHIBIT A

- u) The COUNTY Representative shall notify the Procurement Division of the unsatisfactory performance and or deficiencies in service that remain unresolved or recurring. The Procurement Division may, after appropriate notice, take necessary actions to address unsatisfactory performance up to and including termination of the contract for default.

6) SAFETY REQUIREMENTS

- a) Prior to performing any Work in a COUNTY building, the CONTRACTOR shall place signs in conspicuous places notifying the occupants that Work is being conducted and providing a phone number that can be used in an emergency while the systems are impaired for inspection, maintenance, testing or repairs.
- b) Prior to performing service or maintenance on any equipment where the unexpected energizing, startup, or release of stored energy could occur and cause injury, the equipment shall be isolated and rendered inoperative using a lockout device whenever the equipment is capable of being locked out.
- c) All work shall require an impairment plan to be submitted to the COUNTY to ensure the locked-out system or equipment is restored to normal after a test, service or maintenance event has occurred.
- d) The CONTRACTOR shall maintain a Safety Plan and Quality Assurance Plan to ensure that work performed herein conforms to contract requirements for the term of the contract. The COUNTY representative shall be notified if there are any changes to the Safety, Quality Assurance, or any other contract related documents submitted with the original bid package. The CONTRACTOR shall ensure that the authorized COUNTY Representative has received the latest versions of all documents for the duration of the contract.
- e) The COUNTY Representative will review the updated plans and provide comments and/or feedback to the CONTRACTOR following receipt of the plans. The CONTRACTOR shall submit an updated safety plan to the COUNTY within ten (10) business days following receipt of the COUNTY comments. The COUNTY reserves the right to request changes/improvements to this plan at any time throughout the life of the contract.
- f) The CONTRACTOR shall supply and ensure the wearing of necessary personal protective equipment (PPE) as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction. CONTRACTOR shall comply with all applicable safety regulations including, but not limited to, NFPA and OSHA.
- g) All equipment used/to be used in the performance of these services shall be supplied by the CONTRACTOR, properly maintained and shall be subject to inspection by the COUNTY upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be moved from the COUNTY's premises.
- h) Any damage to COUNTY facilities or property due to the services performed by the CONTRACTOR, directly or through negligence, shall be the responsibility of the CONTRACTOR.

EXHIBIT A

7) SECURITY AND IDENTIFICATION

- a) All CONTRACTOR employees shall pass a background check by Seminole County Sheriff Department and be badged with a County-issued badge before work may begin. The background check must be performed by the Sheriff's office – third party background checks are not acceptable.
 - i) Instructions for background checks for employees shall be provided to Awardees and may be changed or updated as determined by the Seminole County Sheriff's office. CONTRACTOR shall provide any required information to background check and badge their employees and/or subcontractors at CONTRACTOR's cost.
- b) The CONTRACTOR must notify the County of any changes in employee status. Any employee badges must be surrendered at the termination of employment, termination of the contract, or end of access due to any other reason, and badges remain the property of Seminole County.
 - i) Background checks and additional security requirements are addressed and detailed in supplemental information that will be supplied upon award of this Contract. The CONTRACTOR is responsible for reading, understanding, and the application of all contract terms.
- c) Once the contract is Awarded, a COUNTY representative shall contact the CONTRACTOR to provide information on how to obtain badges. This will include instructions on obtaining Sheriff's office background checks and approval to work in sensitive locations.
- d) It is the responsibility of the CONTRACTOR to ensure employees are appropriately badged and pass all background checks, and to maintain clear background to continue working in all locations within the County.
 - i) Should a badged individual become ineligible through arrest or conviction, as is determined by the Seminole County Sheriff, their badge access will be revoked and must be surrendered to the COUNTY, and the employee shall not work in County buildings or facilities until or unless there is a satisfactory resolution to pass the required background check.
- e) Some locations are of a sensitive nature and still require an escort in addition to badging requirements. These locations include:
 - i) Seminole County Civil Courthouse
 - ii) Seminole County Services Building
 - iii) Multiple county-owned drinking water, wastewater & reclaim facilities
 - iv) Seminole County Criminal Justice Center
 - v) John E Polk Correctional Center
 - vi) Seminole County Juvenile Justice Center
 - vii) Seminole County Juvenile Assessment Center/Juvenile Detention Center
 - viii) Public Safety Building
 - ix) Supervisor of Elections.
- f) Such escorts will be arranged through a COUNTY Representative and require advanced notice unless the Work is an approved emergency call. Some secure locations will still require security screening and may prohibit certain items.

EXHIBIT A

- g) CONTRACTOR shall observe all Seminole County site access and security procedures. As these procedures are subject to change, the Contractor is responsible for familiarizing the service technicians with current requirements.
 - i) For Utilities locations:
 - (1) Notify SCUD SCADA Operations at (407) 665-2767 for proper entry.
 - (2) Upon entry, document the date, time of arrival, name of all personnel, and reason for the visit into the facility's logbook.
 - (3) Document into the facility's logbook completion of the work prior to exiting the facility and notify SCUD SCADA Operations at (407) 665-2767.

8) TRAVEL AND PARKING

- a) The CONTRACTOR shall be responsible for all its travel and per diem costs to and from the various COUNTY facilities. Travel time and truck charges shall not be included when quoting and/or invoicing for as needed and emergency repairs and shall not be compensated by the COUNTY under any circumstances.
- b) Billable time starts at arrival at the job site where work is to be performed, not arrival on the campus.
- c) The COUNTY will identify locations where CONTRACTOR vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the CONTRACTOR or CONTRACTOR's employee. Seminole County will not be responsible for any damage to CONTRACTOR or CONTRACTOR's employees' vehicles while parked on Seminole County property. Vehicles ticketed and/or towed from Seminole County property will be at the expense of the CONTRACTOR or CONTRACTOR's employee.
- d) CONTRACTOR and CONTRACTOR's employee vehicles shall be properly identified.

9) GENERAL WORK REQUIREMENTS

- a) The CONTRACTOR shall notify the Contract Administrator and COUNTY Representative in writing of all discrepancies between the procedures outlined herein and the manufacturer's recommendation, specific procedures, and requirements.
- b) The CONTRACTOR shall not make any alterations to any equipment, including control circuits, without prior written approval from the COUNTY Representative.
- c) For each visit to a site to perform work under this contract, the CONTRACTOR's staff shall:
 - i) Check in and out with the COUNTY Representative or designee at each visit
 - ii) Perform all work without unnecessary interference to facility occupants. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract documents, and shall not unreasonably encumber the site with any materials or equipment.
 - iii) Protect existing facilities from damage and repair or replace, at the CONTRACTOR's expense, any damage to property caused by its employees or suppliers.
 - iv) Keep premises free from accumulation of waste materials or rubbish caused by operations and from leaks and spillage from equipment. Upon completion

EXHIBIT A

- of the work, the CONTRACTOR's staff shall remove all waste materials and rubbish from and about the space of work, as well as all tools, equipment, machinery and surplus materials, and shall clean all facility surfaces, leaving work area clean.
- v) During overnight projects, the CONTRACTOR's staff shall clean and remove all debris, tools, equipment, machinery and surplus materials from tenant access areas prior to 7 am of the next day.
 - d) The CONTRACTOR shall protect existing manufacturer warranties and follow manufacturers' recommendations while performing all service herein.
 - e) Service vehicles should be fully stocked with standard tools, materials and supplies to reduce the response and service times for on-call or emergencies.

10) COORDINATION OF SERVICES

- a) The COUNTY will provide the CONTRACTOR with an inspection and testing schedule during the initial meeting. All field verification of equipment shall be performed prior to the scheduling of any service. The CONTRACTOR shall assess the condition, environment, configuration, and requirements of each individual facility.
- b) The CONTRACTOR shall be required to follow the testing schedule and coordinate all inspection and testing dates in advance with the COUNTY. The inspection and testing schedule shall be per the building operational requirements, and the schedule must be finalized at a minimum of two (2) weeks in advance of service to minimize any negative impact to COUNTY operations.
- c) All regular testing, inspection, maintenance, and repair work shall be performed during standard business hours, except for the following locations, which shall be tested during non-standard business hours. Testing shall be coordinated with the COUNTY representative.
 - i) Civil Courthouse
 - ii) County Services Building
 - iii) Criminal Justice Center
 - iv) Public Safety Building
- d) The CONTRACTOR shall request authorization from the designated Division COUNTY Representative at least ten (10) working days in advance when the service/repair requires an outage of electrical power. The request shall state the anticipated duration of such outage. In the event of an emergency, when prior written approval is not practical or possible, prior verbal approval by telephone must be obtained from designated COUNTY Representative before any shutdown of services is attempted.
- e) At ninety (90) day intervals, the CONTRACTOR shall meet with the designated COUNTY Representative to review performance and schedule major testing/repairs anticipated during the next ninety (90) day period. A written test /repair schedule must be provided by the CONTRACTOR to the COUNTY Representative at the meeting. The first ninety (90) day schedule shall be presented no more than two (2) weeks after the contract is executed. The CONTRACTOR shall submit a written performance report at one hundred eighty (180) day intervals.

EXHIBIT A

- f) The CONTRACTOR's personnel shall report to the appropriate location at a mutually agreed time and check with the appropriate COUNTY Representative. Upon service completion the CONTRACTOR personnel shall check out with the COUNTY Representative. Service tickets may be initialed/signed by the COUNTY Representative as acknowledgement of services performed.

11)EQUIPMENT AND SUPPLIES

- a) Contractor shall furnish all tools and equipment necessary and appropriate for the timely and safe performance and completion of the Work. All equipment must be well-maintained and meet applicable standards. All equipment shall be readily accessible to the CONTRACTOR. CONTRACTOR shall at no time place the requirement of providing any sort of equipment or supplies upon the County to complete the Work, this includes but is not limited to
 - i) Ladders, lifts and scaffolds
 - ii) Computers, hardware, or software
 - iii) Parts or Equipment
 - iv) Consumables

12)TIMELINES

- a) The CONTRACTOR shall diligently perform all required maintenance and repairs in a timely manner, taking into consideration reasonable lead times for the procurement of necessary parts and materials, as well as the scheduling of specialized personnel or equipment.
- b) All work shall be initiated and completed within the timeframes specified in individual work orders or service requests, subject to commercially reasonable lead times for parts, equipment, or specialized labor. For any and all delays that result in additional costs, including but not limited to, extended fire watches, operating hours, additional labor, security services, or maintenance staff support, those costs shall be borne by the CONTRACTOR.

13)SUBCONTRACTORS

- a) The CONTRACTOR shall obtain prior approval from the COUNTY Representative and Contract Administrator for subcontracted services, and the COUNTY shall reserve the right to reject a subcontractor for any reason. The CONTRACTOR shall be responsible for providing services to all systems and equipment as outlined in the Scope of Service and the attachments.
- b) The CONTRACTOR shall be solely responsible for all faults resulting from any work and modifications performed by the CONTRACTOR or subcontractor. The CONTRACTOR shall perform all necessary work required for correction of such faults at no additional cost to the COUNTY.
- c) The CONTRACTOR shall be allowed to subcontract services to proprietary systems if the CONTRACTOR is unable to perform these services. The CONTRACTOR shall be reimbursed for these services at cost plus markup up to a maximum as per the bid schedule, with proper invoice and back-up documentation from a third-party service provider. Such subcontracted services

EXHIBIT A

may only be performed with the written approval of the COUNTY Representative prior to the services being performed.

- d) All subcontractors the CONTRACTOR wishes to use at COUNTY sites are bound by the same requirements and limitations this contract places on the CONTRACTOR, and the COUNTY may enforce the same requirements outlined in this contract with respect to the subcontractor as it may with the CONTRACTOR, to include but not be limited to:
 - i) Provisions for authorized personnel
 - ii) Safety requirements
 - iii) Security and Identification
 - iv) Travel and Parking
 - v) General Work Requirements
 - vi) Coordination of Services
- e) Subcontractors are required to obtain County badges and background checks as outlined above for CONTRACTOR.
- f) The CONTRACTOR shall be solely responsible for reimbursing subcontractors.

14)NON-ASSIGNABILITY

- a) The CONTRACTOR shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without prior written consent of the COUNTY, and then only upon such terms and conditions the COUNTY may set forth in writing.

15)UNFORESEEN CHARGES

- a) The COUNTY shall reimburse the CONTRACTOR for approved unforeseen charges. These charges shall be reimbursed at cost, with proper invoice from a third party. Reimbursable unforeseen costs may include but are not limited to cost for express shipping as requested by the COUNTY, permits needed for equipment upgrade/ replacement, etc. as agreed upon in advance by the COUNTY. The CONTRACTOR shall obtain prior approval written by the COUNTY for all other unforeseen charges.

16)COMMUNIICATION OF REPORTS, ESTIMATES AND PROPOSALS, AND WORK COMPLETED.

- a) At the direction of the COUNTY, the CONTRACTOR shall communicate any inspection reports, estimates, proposals, or work completed to the COUNTY Representative as soon as possible.
- b) Seminole County Facilities shall provide vendor training for all CONTRACTORS in the use of Facilities CMMS software through a Vendor Portal. This training is mandatory, and at the direction of Facilities, shall be the primary method of communication for work completed, estimates, proposals, reports, photographs and other notes on work orders and other work assigned by Facilities to the CONTRACTOR.
 - i) The CONTRACTOR shall not charge time or travel costs for this training and shall choose which representatives would like to receive the training. The

EXHIBIT A

- training shall be in person or online as designated by the COUNTY, at a time mutually agreed between the CONTRACTOR and the COUNTY.
- c) At the direction of the COUNTY, the vendor shall send reports, proposals and estimates to the locations directed below:
- i) For Facilities work:
 - ii) Facilities CMMS software shall be the primary means by which work is communicated with Facilities projects. Failure to communicate reports, estimates, proposals and documentation of Facilities work through the CMMS Vendor Portal will result in nonpayment of invoices submitted, until such documentation is uploaded to the Vendor Portal.
 - (1) Proposals and estimates shall be sent to FMQuotes@seminolecountyfl.gov
 - (2) Inspection reports and any other reports shall be sent to FMReports@seminolecountyfl.gov.
 - (3) All proposals, estimates and reports shall be attached to the correct Work Order in the CMMS Vendor Portal as covered in the training above.
 - iii) For Utilities work, all reports shall contain the following:
 - (1) Contractor name, complete address, and contact information
 - (2) Date, time, and location of site visit
 - (3) Reason for site visit
 - (4) Brief description of work performed or accomplished
 - (5) Any observed deficiencies or operational issues and recommendations for resolution
 - (6) Required or recommended follow-up
 - (7) Parts and/or consumables used
 - (8) Labor hours
 - (9) Participating Contractor personnel
 - (10) Approval by a Seminole County representative
 - iv) Other Divisions within the COUNTY will direct the CONTRACTOR where reports, proposals and estimates will be sent.

17) ON-CALL REPAIR SERVICES

- a) For non-emergency services/repairs, the CONTRACTOR shall be required to respond by visiting the work site within twenty-four (24) hours after notification from the COUNTY with the COUNTY Representative to assess the extent of the requirement and mutually agree to the types and quantities of items required for the work. A written quote detailing the extent of the required repair shall be submitted within twenty-four (24) hours of site visit, unless mutually agreed upon in writing, to the requesting COUNTY Department Representative.
- b) The COUNTY Representative and the CONTRACTOR shall mutually agree on scheduling for the work to be completed. The COUNTY shall have the final authority on scheduling repairs.
- c) Estimated pricing shall be according to the contract bid item sheet. Estimate shall be itemized to include estimated number of hours for labor and cost for material.
- d) The estimate provided by the CONTRACTOR shall be firm for a minimum of thirty (30) days, no increases will be permitted unless unforeseen circumstances arise and the increase is approved by the COUNTY Representative.

EXHIBIT A

- e) The CONTRACTOR shall not begin work until the COUNTY accepts the estimate and issues the CONTRACTOR a delivery/ purchase order for the work. A work order shall be submitted to the appropriate COUNTY representative for approval within twenty-four (24) hours of performed service. The work order shall state the date work was performed, a description of the problem, a description of the actual work performed, a description of the findings, building name and number. The CONTRACTOR shall submit an invoice for services performed within forty-eight (48) hours of completion.
- f) Emergency Services are those services initiated during non-normal business hours and requiring priority response. Emergency Service shall be billed at the rate on the bid sheet for emergency services. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

18)PURCHASE ORDERS

- a) Upon acceptance of the proposal, unless the condition is covered by an Emergency Purchase Order, the COUNTY shall issue the contractor a Purchase Order. CONTRACTOR shall contact the COUNTY Representative to arrange a schedule, and escorts if required. Purchase Orders, unless otherwise agreed, serve as Notice to Proceed with work, and the terms of the Purchase Order shall supersede any terms on the proposal, and acceptance of the Purchase Order shall constitute acceptance of those terms and conditions.
- b) Emergency Purchase Order: Under certain conditions, the COUNTY may seek and obtain an Emergency Purchase Order, based often on Not to Exceed costs presented by the CONTRACTOR. The requirements of an Emergency Purchase Order are very specific and outlined in County ordinances and will be very rare conditions. In such cases, some of the above processes may be altered or bypassed as an expedient solution to the emergency.

19)THE WORK

- a) CONTRACTOR shall apply for and obtain all permitting and shall be responsible for passing all required inspections. All permit fees shall be passed through at cost with no markup, and the CONTRACTOR shall provide documentation. Failed inspection repairs, reinspection fees, and labor shall be borne by the CONTRACTOR with no additional charges to the COUNTY.
- b) CONTRACTOR shall provide an estimate of the amount of time required to complete the work and shall notify the COUNTY Representative of any changes to the schedule and if any unforeseen conditions arise.
- c) Should additional costs be incurred during the work that do not arise from the actions of the CONTRACTOR or their subcontractors or employees, the CONTRACTOR shall contact the COUNTY representative to begin a change order to the purchase order.
- d) The COUNTY shall reserve the right to cancel the work and find a different contractor, should it be in the COUNTY's interests. The CONTRACTOR shall be paid for work completed, materials delivered, and costs incurred.

EXHIBIT A

- e) Management of subcontractors shall be the responsibility of the contractor as outlined in the above section **SUBCONTRACTORS**.
- f) Upon completion of the work, the contractor shall notify the COUNTY representative and permit the COUNTY Representative to inspect the work.
- g) CONTRACTOR shall turn over all Operations and Maintenance materials, Warranties, passwords, login information, closeout documents and any other relevant information
- h) CONTRACTOR shall invoice for the work once all permits are closed, inspections are passed and any recertifications of systems are completed, if necessary. Invoicing procedures are outlined in the section on **INVOICING REQUIREMENTS**.
- i) The estimated quantities in bid sheets are given only as guidelines for preparing the proposal and should not be construed as representing actual quantities to be purchased under this contract. The COUNTY makes no covenant or promises as to the number of available projects, or quantity of hours, or amount of work that the CONTRACTOR will perform on any project for the COUNTY during the life of this Agreement.

20) SPECIAL CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER RESPONSE TIME

- a) Before, during and after a public emergency, disaster, hurricane, flood, or acts of God, Seminole County requires a "first priority" basis for goods and services described herein. It is vital and imperative that the citizens are protected from any emergency, which may threaten public health and safety, as determined by the Board of County Commissioners. The CONTRACTOR agrees to rent/sell/lease all goods and services to Seminole County as opposed to a private citizen, on a priority basis. Seminole County expects to pay a fair and reasonable price not to exceed those quoted in the solicitation for all products in the event of a disaster, emergency or hurricane. The CONTRACTOR shall furnish a 24-hour phone number in the event of such an emergency.

21) PARTS AND MATERIAL

- a) The CONTRACTOR shall notify the COUNTY prior to the purchase and replacement of any parts. Only COUNTY-approved part purchases will be reimbursed. Parts do not include minor consumable materials used for repairs such as tape, rope, etc.
- b) All parts and components shall be new and the original manufacturer's parts. The CONTRACTOR shall maintain a reasonable inventory of parts and components to be readily available to expedite repairs. Used or rebuilt parts or components are not acceptable.
- c) The CONTRACTOR shall transfer on all warranties and guarantees to the COUNTY for all systems parts and components purchased and used in COUNTY buildings. The CONTRACTOR shall ensure that these warranties and guarantees are transferable to the COUNTY prior to finalizing purchase.
- d) CONTRACTOR shall be responsible for all communication with parts manufacturers and/or suppliers from the time of purchase and throughout the remainder of the contract. This includes coordination of exchanges, returns, or

EXHIBIT A

replacement of parts covered under warranty. All notice of obsolete equipment shall be forwarded in writing to the COUNTY Representative as soon as this issue is discovered. All manufacturer information confirming obsolescence shall be forwarded in writing to the COUNTY Representative.

- e) Parts used in repair shall be reimbursed under the allowance for parts on the bid proposal form with proper verification of purchase. Shipping fees shall not be marked up, and no additional delivery costs shall be paid by the COUNTY

22)DIAGNOSTIC SERVICES

- a) The CONTRACTOR shall provide diagnostic services as requested by the COUNTY. The CONTRACTOR shall troubleshoot systems for faults and equipment malfunctions. Upon the completion of the diagnostic service, the CONTRACTOR shall provide a written report of findings and recommendations for repair. No payment shall be made by the COUNTY to the CONTRACTOR until a written report and recommendation are provided to the COUNTY Representative.
- b) Diagnostic services include labor hours only and shall be billable per the Project Manager rate listed on the Bid Response Form. These billable hours shall not include travel time, or time spent going through the facility security check points.
- c) CONTRACTOR shall be required to submit a written estimate on each job. The estimate shall be based on the requirements of labor hours, parts and materials as per the bid sheet. Estimates shall be broken-down by hours of labor, applicable rate and a separate price for each of the required parts and an estimate for pass-through/allowance fees. Anticipated time for completion of repairs is to be included in the estimate. All estimates shall be provided at no additional cost or obligation to the COUNTY. Such estimates shall remain firm for a minimum of thirty (30) days.
- d) When repair work is scheduled on a non-emergency basis, the CONTRACTOR will be issued a Work Order prior to the work being performed. The CONTRACTOR is required to submit an estimate to the county before work is authorized. Failure to do so will result in non-payment for unauthorized work.
- e) When repair work is required on an emergency basis there may be no opportunity to issue a Work Order prior to work being performed. The CONTRACTOR is required to submit a quote to the county within 24 hours of the emergency service taking place.

23)INVOICING REQUIREMENTS

- a) All work performed in conjunction with this contract shall be subject to the invoice requirements contained herein.
- b) To ensure timely invoice processing, the CONTRACTOR shall submit an original, proper invoice to ap@seminoleclerk.org. To be a proper invoice, the invoice must include the following information:
 - i) CONTRACTOR name, address, and contact information.
 - ii) The Seminole County Government purchase order number and work order number (FAC#) authorizing the delivery of products and/or services if applicable.
 - iii) Contract number pursuant to the deliverable.

EXHIBIT A

- iv) A description of what the CONTRACTOR delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and/or services.
- v) Detailed breakdown of the hourly rate charged, and the actual hours worked for each labor type/discipline.
- vi) Detailed breakdown of the material and supply costs as required above in these specifications, with markup/markdown clearly shown as allowed by Contract.
- vii) Backup documentation as required in these specifications shall include but not be limited to the following where applicable:
 - (1) Copy of the original proposal for the project.
 - (2) Service reports for all labor involved.
 - (3) Copies of CONTRACTOR original invoices for materials and supplies as required above in these specifications.
- viii) For Facilities work, all documentation must be present in the appropriate Work Order through the Vendor Portal.
- c) In cases where original invoices for materials and supplies are not available due to bulk purchasing or other factors, the contractor may, upon approval from the Division Manager or their designated representative, submit manufacturer-suggested retail pricing (MSRP) from supplier(s) to satisfy pricing justifications on invoices. This option may be retroactive to the initial date of the contract, upon approval by Division Manager or their designated representative.
- d) All invoices shall be received within thirty (30) days of job completion
- e) CONTRACTOR shall not charge for any items outside of the contract, including but not limited to shop supplies, drive time, or per diem. The COUNTY will not pay any additional charges for such items.
- f) Routine testing and inspections, and on-call repairs shall be invoiced separately under different invoice numbers. Preventative maintenance shall be invoiced according to the bid item sheet. Final invoices for repairs, including emergencies, shall itemize labor and parts cost per contract pricing.
- g) The CONTRACTOR shall provide a copy of the service ticket with the invoice for verification of actual labor hours and parts used on the job. CONTRACTOR shall submit complete documentation to include details of the repairs, parts used, name of the COUNTY Representative who requested the work, and confirmation that the work was completed. The COUNTY representative may sign or initial service tickets only as an acknowledgement of receipt of service, and such signature shall not be construed to mean agreement to pricing or payment terms outside that permitted by this Contract, related Purchase Order, and/or attached Bid sheet.
- h) Service shall be invoiced according to the bid item sheet. There shall be overtime allowed for testing and inspections performed during standard and non-standard hours. Service does NOT include travel time. Only properly documented on-site time will be compensated.
- i) Markups or markdowns shall be applied only to the price for parts. Price for parts shall not include sales tax and shipping charges in the calculation for markups and markdowns.
- j) The COUNTY shall review invoices for required information. The COUNTY shall have the authority to reject an invoice based on improper invoice format.

EXHIBIT A

- k) CONTRACTOR shall not invoice the COUNTY for any services not accepted by the COUNTY or for any diagnostic errors on the part of the CONTRACTOR. Should the COUNTY receive such invoices, they shall be rejected.
- l) The CONTRACTOR shall submit monthly statements of unpaid invoices to each department ordering services under this contract. At minimum, the statement shall contain the following information:
 - i) Statement date
 - ii) Invoice numbers
 - iii) Invoice dates
 - iv) Invoice total or unpaid balance if different from invoice total
 - v) Delivery order number corresponding to each invoice listed
 - vi) Balance carry-forward
 - vii) Cumulative outstanding balance
- m) Statements shall be sent to the corresponding ordering department, fiscal department, and contract administrator by the 15th of each month for service performed in the prior month and as requested by the COUNTY.

24)WARRANTIES

- a) All projects and work performed under this agreement shall have a minimum 24-month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the CONTRACTOR's normal labor rates being charged after the initial 24-month period.

25)CONDITIONS SPECIFIC TO THIS CONTRACT

- a) CONTRACTOR must have and maintain the licenses and certifications stated below during the entire term of the Agreement:
 - i) The CONTRACTOR shall be an authorized Genetec™ Enterprise Elite Certified integrator and have on staff no less than four (4) factory trained technicians in the installation, maintenance and service of Omnicast™ digital video surveillance systems.
 - ii) The CONTRACTOR shall be an authorized Genetec certified integrator and have on staff no less than two (2) factory trained technicians in the installation, maintenance and service of Synergis™ IP access control systems.
 - iii) The CONTRACTOR shall be an authorized Hy-Security™ gate operator service and installation agent and have no less than one factory trained technician in the installation and service of Slidedriver™ Series hydraulic gate operators.
 - iv) The CONTRACTOR shall have no less than five (5) CJIS (Criminal Justice Information Services) certified technicians on staff.
 - v) All sales representatives, integration technicians and service technicians shall hold and maintain a Florida FASA and BASA license.
 - vi) The CONTRACTOR shall be a Florida Certified Electrical Contractor. (EC minimum)
 - vii) The CONTRACTOR shall be a Florida Certified General Contractor (GC) and have a minimum of 5 years of experience in performing physical security

EXHIBIT A

- improvements to utility structures, walls, fences and other apparatuses needed to secure water and wastewater facilities.
- viii) The CONTRACTOR shall staff or partner with a Cisco CCNA certified associate when interacting with the security communications network. The CONTRACTOR shall utilize "Like for Like" parts for all existing systems which may affect the security communications network. For all new systems and system enhancements, all parts shall be supplied by a Cisco Premier Partner. "Like for Like" shall mean parts which have the same function, configuration, and performance as the original parts, to be used only when agreed to by the COUNTY. "Like for Like" parts shall not require extensive retrofit, modification, reprogramming of original equipment or additional equipment to operate in the place of the original parts, unless such conditions are agreed to by the COUNTY beforehand.
 - ix) The CONTRACTOR shall be a "Genetec Unified Elite Partner
 - x) The CONTRACTOR shall be a "Digital Monitoring Products" Authorized Reseller.
 - xi) The CONTRACTOR shall be an "Axis Gold Partner" and Authorized Reseller of Axis products.
 - xii) The CONTRACTOR shall be a "Crestron" certified installer and Authorized Reseller
 - xiii) The CONTRACTOR shall be a "LenelS2" certified installer and Authorized Reseller
- b) All bidders shall submit references for the following:
- i) The vendor must have completed the installation of a minimum of two (2) Synergis™ IP access control systems within the last two (2) years. Vendor must show two (2) years of experience in the maintenance of Synergis™ IP access control systems.
 - ii) The vendor must have completed the installation of a minimum of two (2) Omnicast™ digital video surveillance system utilizing IR capable cameras within the last five (5) years. Vendor must show five (5) years of experience in the maintenance of Omnicast™ digital video surveillance systems.
 - iii) References shall include the name, locations of projects, name, title, telephone number of contact person and completion dates of projects.
- c) Response Time:
- i) The CONTRACTOR must maintain an inventory of applicable Hy-Security™ gate operator, Axis™, and HID™ parts and provide delivery within four (4) hours for inoperable systems and delivery within 5 business days for non-emergency needs.
 - ii) The CONTRACTOR must be able to provide service twenty-four (24) hours per day, including weekends and holidays. The CONTRACTOR must be able to respond with a knowledgeable, trained technician to Seminole County sites within four (4) hour of notification for critical emergency service and within seventy-two (72) hours of notification for non-critical non-emergency service.
 - iii) The CONTRACTOR (s) shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

EXHIBIT A

26) SCOPE OF WORK:

- a) Repairs / Corrective Maintenance: In the event of equipment failure, the CONTRACTOR will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The CONTRACTOR will also provide the necessary replacement materials and parts. The CONTRACTOR is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within four (4) hours in the case of emergency and within seventy-two (72) hours for non-critical needs in accordance with the terms of this Contract.
- b) Preventive Maintenance: The CONTRACTOR will perform inspections, cleaning, performance checks, consumable replenishment or replacement, and system calibrations. The CONTRACTOR will provide a breakdown of recommended PM activities and schedule for Seminole County approval.
- c) Renewal and Replacement: If as a result of either corrective or preventive maintenance the CONTRACTOR discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the scope of this Contract, the CONTRACTOR shall recommend and propose replacement or refurbishment of system components.
- d) Provision of Material and Parts: The CONTRACTOR shall provide the necessary materials and replacement parts for both corrective and preventive maintenance. Seminole County may at its option provide parts and consumables from its own inventory for CONTRACTOR installation.
- e) Asset Inventory and Database: The CONTRACTOR will create and maintain, in a format acceptable to Seminole County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided by Seminole County; the CONTRACTOR will verify all asset data provided by Seminole County and confirm its accuracy. The CONTRACTOR is also expected to add to, delete from, update, or modify any security system asset data provided by Seminole County. The database will remain the property of Seminole County.
- f) The CONTRACTOR shall assist in document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as- required basis. Work shall include the following:
 - i) all labor, materials and equipment to complete the design;
 - ii) manufacturing and factory tests;
 - iii) delivery to the site; programming;
 - iv) interfacing with all existing alarm, access control, video and security systems;
 - v) calibration;
 - vi) installation;
 - vii) system start-up services;
 - viii) training;
 - ix) All incidentals required to completely furnish and install security equipment at Seminole County's facilities as designated.
- g) The CONTRACTOR shall supply technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing alarm,

EXHIBIT A

access control, and video surveillance systems. These services shall be charged on an hourly basis per the bid schedule.

- h) Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Seminole County on electronic media. All CONTRACTOR - supplied programming services and applications turned over to or installed in Seminole County systems shall become property of Seminole County.
 - i) The CONTRACTOR shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.
 - j) The CONTRACTOR shall supply technical telephone support services on an as required basis. This telephone support shall be charged for on a per call base rate for the first thirty (30) minutes and then in fifteen-minute increments. At the start of each telephone support session, the CONTRACTOR shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.
 - k) The CONTRACTOR shall provide Vulnerability Assessments on new and existing facilities per Homeland Security and EPA Guidelines. These services shall be provided as Security Consultant Services.
- 27) All bidders shall submit references for the following:**
- a) The vendor must have completed the installation of a minimum of two (2) Synergis™ IP access control systems within the last two (2) years. Vendor must show two (2) years of experience in the maintenance of Synergis™ IP access control systems.
 - b) The vendor must have completed the installation of a minimum of two (2) Omnicast™ digital video surveillance system utilizing IR capable cameras within the last five (5) years. Vendor must show five (5) years of experience in the maintenance of Omnicast™ digital video surveillance systems.
 - c) References shall include the name, locations of projects, name, title, telephone number of contact person and completion dates of projects.



CONSULTING MSA WORK ORDER #
Seminole County, Florida Board of County Commissioners

Master Agreement No.: Click to enter text.

Dated: Date.

Master Agreement Title: Click to enter text.

Project Title: Click to enter text.

Consultant: Consultant
Address: Address
City, State, Zip

ATTACHMENTS TO THIS WORK ORDER:

- EXHIBIT A - Proposal/Scope of Services
EXHIBIT B - Fee Schedule
EXHIBIT C - Sub-consultant Proposal/Fee
EXHIBIT D -

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Consultant shall complete the Work in accordance with this Work Order, the Attachments, and the Master Agreement, as amended (if applicable). In the event of a conflict between this Work Order, its Attachments, and the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Consultant shall commence with the Work, in accordance with this Work Order, as provided herein, upon receipt of an executed copy of this Work Order and shall complete all Work by Date. Consultant's failure to complete the Work in accordance with this Work Order is grounds for Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Consultant a Choose amount of \$Amount for satisfactory completion of the Work. Payment(s) must be made to the Consultant, in accordance with the Contract Documents.

IN WITNESS WHEREOF, the Consultant and County have executed this Work Order, for the purposes stated herein, on this ___ day of ___, 20___ which is the Effective Date of this Work Order. An executed copy of this Work Order serves as Notice to Proceed for the Consultant to begin work. Upon execution by both parties, this Work Order will be incorporated under the Master Agreement. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: Signature - County Representative

Date:

Printed Name: Leticia Figueroa

Title: Procurement Administrator
(Authorized by Section 3.554, Seminole County Admin Code)

As authorized for execution by the Board of County Commissioners on ___, 20___, if applicable.

Witness: Signature

Printed Name:

CONSULTANT: Consultant

By: Signature - Consultant Representative

Date:

Printed Name:

Title:

Witness: Signature

Printed Name:

OC #: OC# OM #: OM#

EXHIBIT C

PRICE TABLES

Parts/Sub-Contractor Markup

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Markup (%)	Total
1	All Materials and Parts	1	1	\$1.00	15%	\$1.15
2	Sub-Contractors	1	1	\$1.00	15%	\$1.15
3	Equipment Rentals	1	1	\$1.00	15%	\$1.15
Total						\$3.45

Loaded Labor Bid Schedule Form

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Manager	1000	per hour	\$125.00	\$125,000.00
2	Installation Technician	4000	per hour	\$105.00	\$420,000.00
3	Installation Helper	4000	per hour	\$95.00	\$380,000.00
4	System Integration/Programming Services	2000	per hour	\$115.00	\$230,000.00
5	Draftsman/CAD Technician	100	per hour	\$95.00	\$9,500.00
6	Telephone Support	50	Base Rate	\$95.00	\$4,750.00
7	Telephone Support Incremental	25	15 minutes	\$45.00	\$1,125.00
8	Clerical (O & M Documentation)	100	per hour	\$75.00	\$7,500.00
9	Emergency Services/Critical Response Rate Multiplier	100	per hour	\$145.00	\$14,500.00
Total					\$1,192,375.00

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-7083-26/HSM SECURITY AND ACCESS CONTROL

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	Each 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 or Owned, Hired, and Non-Owned Autos)</u>
--	--------------	---

D. Professional Liability:

	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Master Services Agreement for Security Access Control Repair and Maintenance

Agreement Number: RFP-7083-26/HSM

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 RFP-7083-26/HSM 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 30th day of April, 2026.

Miller Electric Company

Consultant Name

By: [Signature]

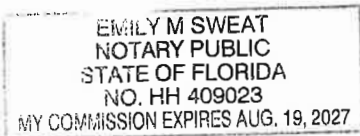
Print/Type Name: Kevin Flanigan

Title: Group President

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 30th day of April, 2026, by Kevin Flanigan (Full Name of Affiant).



[Signature]

Print/Type Name Emily M. Sweat

Notary Public in and for the County and State Aforementioned

My commission expires: 8/19/27

EXHIBIT F

**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.

Miller Electric Company 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: Kevin Flanigan

Title: Group President

Signature: 


Date: April 30, 2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # RFP-7083-26/HSM

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

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 Miller Electric Company ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.



Signature

April 30, 2026

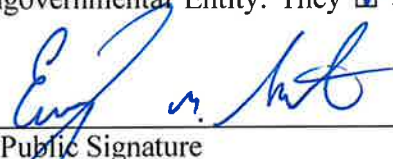
Date

Kevin Flanigan, Group President

Print Name, Title

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of April, 2026, by Kevin Flanigan, as Group President, on behalf of the Nongovernmental Entity. They are personally known to me or have produced as identification.



Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Emily M. Sweat
My commission expires: 8/19/27

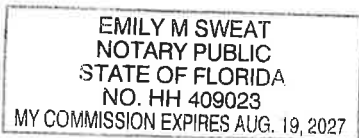


EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Miller Electric Company

Signature: 

Printed Name: Kevin Flanigan

Title: Group President

Date: April 30, 2026

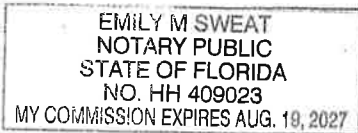
Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30th day of April, 20 26, by Kevin Flanigan.

(name of person making statement)




Signature of Notary Public

Emily M. Sweat
Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____