

AMENDMENT NO. 9

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: FEBRUARY 1, 2024

The above contract is changed as follows:

A. In accordance with Special Terms and Conditions, Article 17. PRICE ESCALATION/DE-ESCALATION, the contract is increased by 4% based on the CPI. The total estimated amount of the contract increased from \$4,200,828.87 to \$4,368,862.02, an increase of \$168,033.15.

B. Remaining years' contract prices are as follows:

Year 5. February 1, 2024 – January 31, 2025

Old monthly rate: \$47,410.85 New monthly rate: \$49,307.28

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

E. Curti
Signature

Edward Curti
Printed/Typed Name

MGM
Title

2/26/24
Date

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

Carrie Mathes 2.26.2024
Signature Carrie Mathes, Procurement Manager

Ana Villalona
Contracting Agent, Procurement Division

AMENDMENT NO. 8

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: NOVEMBER 1, 2022

The above contract is changed as follows:

This amendment is valid until a new GSA contract is available. When the new GSA contract is valid, this amendment will be updated to reflect the new GSA contract number.

Remaining years' contract prices are revised as follows:

1. Labor rates will continue to reference the Expired GSA (GS-07F-0396M) labor rates.
2. Parts pricing will use the best rate possible from the last published pricing on the Expired GSA (GS-07F-0396M) and/or Sourcewell (RFP #030421).
3. JCI shall provide Sourcewell (RFP#03421) pricing list as a reference for all future quotes utilizing this contract.
4. Items not on either Sourcewell nor GSA pricing shall utilize a 25% off of published list pricing.
5. Parts non-JCI pricing will be at cost, plus 25% mark-up with back up documentation.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

Frank Manger
Signature

Frank Manger
Printed/Typed Name

TSM
Title

Date

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

Ana Villalona 1/3/23
Signature

Ana Villalona
Contracting Agent, Procurement Division

**GSA SCHEDULE CONTRACT NO. GS-07F-0396M
CONTRACT PERIOD JULY 1, 2017 – JUNE 30, 2022**

Region	Market	GSA Special Item Number (SIN)	Labor PID	LaborType	NTE GSA Sell Price (CEILING)
South US	Electrical	334290	CAD LAB	CAD	\$124.46
South US	Electrical	238910	COMM LAB	Commissioning	\$174.27
South US	Electrical	334290	DSGN LAB	Design	\$143.81
South US	Electrical	238910	TECH LAB	Field Tech	\$153.08
South US	Electrical	238910	INST LAB	Installation	\$174.27
South US	Electrical	334290	PREP LAB	Pre-Site Preparation	\$314.74
South US	Electrical	334290	PM LAB	Proj/Const Mgmt	\$186.27
South US	Suppression	334290	CAD LAB	CAD	\$214.59
South US	Suppression	238910	COMM LAB	Commissioning	\$196.65
South US	Suppression	334290	DSGN LAB	Design	\$225.39
South US	Suppression	238910	TECH LAB	Field Tech	\$196.65
South US	Suppression	238910	INST LAB	Installation	\$222.62
South US	Suppression	334290	PREP LAB	Pre-Site Preparation	\$286.12
South US	Suppression	334290	PM LAB	Proj/Const Mgmt	\$268.93

AMENDMENT NO. 7

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: FEBRUARY 1, 2022

The above contract is changed as follows:

A. In accordance with Special Terms and Conditions, Article 17. PRICE ESCALATION/DE-ESCALATION, the contract is increased by 4% based on the CPI. The total estimated amount of the contract increased from \$4,195,358.40 to \$4,200,828.87, an increase of \$5,470.47.

B. Remaining years' contract prices are as follows:

Year 3.	February 1, 2022 – January 31, 2023	Old rate: \$45,587.36	New rate: \$47,410.85 (4%)
Year 4.	February 1, 2023 – January 31, 2024	Old rate: \$45,587.36	New rate: \$47,410.85 (4%)
Year 5.	February 1, 2023 – January 31, 2025	Old rate: \$45,587.36	New rate: \$47,410.85 (4%)

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

Eric Hutcheson

Signature

Eric Hutcheson

Printed/Typed Name

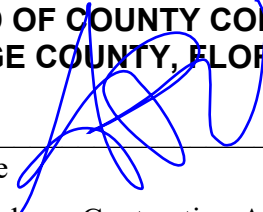
Area Service Manager

Title

2-14-22

Date

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



Signature

Ana Villalona, Contracting Agent

Procurement Division

AMENDMENT NO. 6

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: FEBRUARY 1, 2020

The above contract is changed as follows:

- A. Amendment NO. 5 is deleted in its entirety and replaced with Amendment NO. 6.
- B. This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period February 1, 2020 through January 31, 2025.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

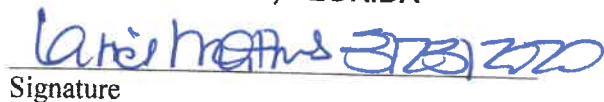

Signature

Stephen P Telo
Printed/Typed Name

Area General Manager - Florida
Title

3-18-2020
Date

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


Signature

Zulay Millan, CPPO, CPPB, FCCM
Assistant Manager, Procurement Division

AMENDMENT NO. 5

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: FEBRUARY 1, 2020

The above contract is changed as follows:

This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period of February 1, 2020 through January 31, 2021.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

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


Signature


Ana Villalona, Purchasing Agent

Frank R Murg
Printed/Typed Name

Date: 10/9/19

BCA
Title

10/11/2019
Date

AMENDMENT NO. 4

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM
SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST
SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY
CONVENTION CENTER

EFFECTIVE DATE: FEBRUARY 1, 2019

The above contract is changed as follows:

- A. By mutual consent, the subject contract is hereby renewed for the period of February 1, 2019 through January 31, 2020.
- B. Add the following:

Invoices and Statements

Supporting documentation shall be submitted with a properly executed invoice. The Contractor shall reference the contract number and the corresponding Delivery Order number on all invoices. Line items on invoices shall correspond with the Delivery Order line items.

At a minimum, an invoice shall contain the following information: Delivery Order Number; Date of Service; Labor Category and supporting documentation (work orders, service tickets, etc, and they must be signed by an OCCC representative); Line items shall be per what is reflected on the Delivery Order; and Service Location.

Emergency and "as-needed" services/work shall be invoiced separately. The Contractor shall provide a copy of the work order and service ticket with the invoice for verification of actual labor hours used on the job. Only properly documented on-site time will be compensated.

The County shall review invoices for required information. The County shall have the authority to reject an invoice based on improper invoice format.

Parts not covered under the published price list or the GSA price list shall be billed at cost plus 25% markup. The backup documentation submitted with the invoice must include a copy of the invoice reflecting the actual cost paid for the part.

The Contractor shall submit monthly statements of unpaid invoices. At a minimum, the statement shall contain the following information: Statement date, invoice numbers, invoice dates, invoice total or unpaid balance if different from invoice total, delivery order number corresponding to each invoice listed, balance carry forward, cumulative outstanding balance. Statements shall be sent by the 15th day of each month for service performed in the prior month and/or as requested by the County.

- C. Add parts not covered in Johnson Control published price list nor GSA list: \$20,000 X 25% mark-up= \$25,000 increase to the contract. These parts would include but not be limited to items such as other manufacturers and fabrication. Back up documentation such as an original invoice that demonstrates the original cost of the item, shall be submitted with the County invoice.

- D. The total estimated amount of the contract increased from \$4,170,358.40 to \$4,195,358.40, an increase of \$25,000.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

Johnson Controls Fire Protection LP

Frank R. Mango
Signature

Frank R. Mango
Printed/Typed Name

TSU
Title

12/12/18
Date

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

Zulay Millan
Signature

Zulay Millan, CPPO, CPPB, FCCM
Assistant Manager, Procurement Division

**JOHNSON CONTROLS FIRE PROTECTION LP, f/k/a SIMPLEXGRINNELL LP
and
ORANGE COUNTY, FLORIDA**

**AGREEMENT
related to
CHANGE OF NAME**

This agreement is made and entered into this 12 day of March, 2018 by and between JOHNSON CONTROLS FIRE PROTECTION LP, f/k/a SIMPLEXGRINNELL LP ("Contractor"), a limited partnership duly organized and existing under the laws of Delaware, and Orange County, a charter county and political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the County has entered into certain contracts and purchase orders with SIMPLEXGRINNELL LP, namely **Contract# Y-15-1005-DG Maintenance, Testing, Installation and Inspection of the Fire Alarm System, Fire Sprinkler System, Fire Suppression, Smoke Exhaust System and Kitchen Fire Hood System at the OCCC** and

WHEREAS, the term "Contracts," as used in this agreement, means the above referenced contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the County and the Contractor before the effective date of this agreement (whether or not performance and payment have been completed and releases executed if the County or the contractor has any remaining rights, duties, or obligations under these contracts and purchase orders); and

WHEREAS, SIMPLEXGRINNELL LP, by an amendment to its Certificate of Partnership, dated June 13, 2017, has changed its name to the JOHNSON CONTROLS FIRE PROTECTION LP; and

WHEREAS, this amendment accomplishes a change of corporate name only and all rights and obligations of the County and the Contractor under the Contracts are unaffected by this change; and

WHEREAS, The documentary evidence of this change of company name has been filed with the State of Florida and is attached hereto.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Authority agree as follows:

1. The Contracts are hereby amended by substituting the name "JOHNSON CONTROLS FIRE PROTECTION LP" for the name "SIMPLEXGRINNELL LP" wherever it appears in the Contracts; and

2. Except as herein modified or amended, the provision, conditions and terms of the Contracts shall remain unchanged and in full force and effect.

3. In the case of any inconsistency between a provision of the Contracts and this agreement, the provision of this agreement shall govern and control.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement, effective on the date first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Carrie Woodell
Carrie Woodell, MPA, CFCM, CPPO

Title: **Manager, Procurement Division**

Date: _____

4/3/18

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Title: _____

Date: _____

[Signature]
V.P.
3-12-18

AMENDMENT NO. 3

TERM CONTRACT NO. Y15-1005
FOR
MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF
THE FIRE ALARM SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION,
SMOKE EXHAUST SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE
ORANGE COUNTY CONVENTION CENTER

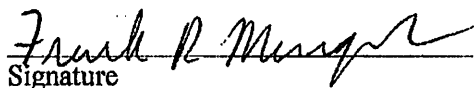
EFFECTIVE DATE: FEBRUARY 1, 2018

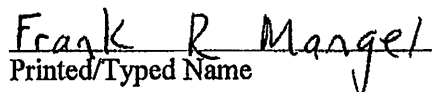
The above contract is changed as follows:

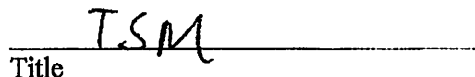
In accordance with contract terms and conditions, Article 35. PRICE ESCALATION, the contract is increased by 4% based on the CPI. The total estimated amount of the contract increased from \$4,007,960 to \$4,170,358.40, an increase of \$160,398.40.

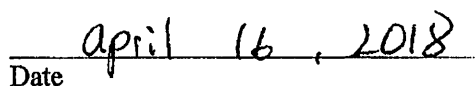
All other prices, terms and conditions of the original contract remain the same.

JOHNSON CONTROLS FIRE
PROTECTION LP

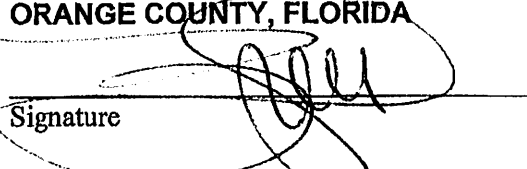

Signature


Printed/Typed Name


Title


Date

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA


Signature

Zulay Millan, CPPO, CPPB, FCCM
Administrator, Procurement Division

AMENDMENT NO. 2

Contract Y15-1005, Maintenance, Testing, Installation and Inspection of the Fire Alarm System, Fire Sprinkler System, Fire Suppression, Smoke Exhaust System and Kitchen Fire Hood System at the Orange County Convention Center

Effective Date: November 1, 2016

The contract is changed as follows:

- a. Addition of miscellaneous charges at cost, including, but not limited to, freight charges, sales tax, PE stamps, permits, and approvals in the amount of \$2,000, increasing total contract amount by \$2,000
- b. This amendment increases the contract amount from \$4,007,960 to \$4,009,960, an increase of \$2,000.

All other terms, conditions and prices of the original contract remain the same.

SimplexGrinnell LP

By: Frank R. Manges

Print Name: Frank R. Manges

Title: TSM

2/17/17

Board of County Commissioners
Orange County, FL

By: Carrie Woodell
Carrie Woodell, MPA, CPPO, CFCM, C.P.M.
Manager, Procurement Division

Date: 2-17-17

AMENDMENT NO. 1

Contract Y15-1005, Maintenance, Testing, Installation and Inspection of the Fire Alarm System, Fire Sprinkler System, Fire Suppression, Smoke Exhaust System and Kitchen Fire Hood System at the Orange County Convention Center

Effective Date: March 1, 2016

The contract is changed as follows:

a. Addition of the following language to Exhibit A, Scope of Work:

To expedite the work requested by the County, the County will provide a County-owned lift and a trained lift operator to raise (lift) the SimplexGrinnell LP employee(s) to the areas that need to be worked on. At no time will the SimplexGrinnell LP employee(s) be allowed to operate the County lift on their own, nor is/are the SimplexGrinnell LP employee allowed to be up on the lift without the presence of a County employee to operate the lift.

b. This amendment does not increase/decrease the contract amount of \$4,007,960, which remains unchanged.

All other terms, conditions and prices of the original contract remain the same.

SimplexGrinnell LP

By: Frank R Margot

Print Name: Frank R Margot

Title: TSM

Board of County Commissioners
Orange County, FL

By: Carrie Woodell
Carrie Woodell, Acting Manager
Procurement Division

Date: 4-13-16

Contract # Y15-1005-DG

This Contract is made as of the 1st day of February, 2015 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and SimplexGrinnell LP, a partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is ~~04-2797344~~ 58-2608861

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide services in the area of Maintenance, Testing, Installation and Inspection of the Fire Alarm System, Fire Sprinkler System, Fire Suppression, Smoke Exhaust System and Kitchen Fire Hood System at the Orange County Convention Center, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Brad Campbell, telephone no. 407-685-5822.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on February 1, 2015 and complete all services by January 31, 2019.

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

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of ten (10) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for services shall not exceed Four Million, Seven Thousand, Nine Hundred Sixty Dollars (\$4,007,960). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

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

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

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the

deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

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

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

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

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

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-CONTRACTOR(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the CONTRACTOR's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-CONTRACTORS** utilized by the prime

CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.

- E. In the event a certified M/WBE sub-CONTRACTOR's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-CONTRACTOR evidencing their concurrence with the termination. In the event a certified M/WBE sub-CONTRACTOR's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-CONTRACTOR, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-CONTRACTORs working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-CONTRACTORs to the Business Development Division.
 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-CONTRACTORs certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and sub-CONTRACTORs (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-CONTRACTOR contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-CONTRACTOR(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-CONTRACTORS** utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-CONTRACTOR's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-CONTRACTOR evidencing their concurrence with the termination. In the event a registered SDV sub-CONTRACTOR's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-CONTRACTOR, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-CONTRACTORS working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-CONTRACTORS to the BDD.
 2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-CONTRACTORS (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.

- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 - INSURANCE REQUIREMENTS:

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

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

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

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

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.**

Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).

- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the 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.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

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

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

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

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or**

Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with

this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

**Orange County Board of County Commissioners
Procurement Division
400 East South Street
Orlando, Florida 32801**

ARTICLE 12 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

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

ARTICLE 17 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-CONTRACTORS and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 18 - ARREARS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 29 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 30 - CONTRACT CLAIMS

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

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

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

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

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

ARTICLE 31 - TOBACCO FREE CAMPUS

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

ARTICLE 32 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E-Verification certification.

ARTICLE 33 – LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 34 – ADDENDA

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

ARTICLE 35 – PRICE ESCALATION

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the

County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.** Price escalation requests exceeding 4% shall be subject to approval of the Procurement Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Contractor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

ARTICLE 36 - NOTICE

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

Orange County Convention Center
P. O. Box 591509
Orlando, Florida 32869-1509
Phone (407) 685-5883

and if sent to the CONTRACTOR shall be mailed to:

SimplexGrinnell LP
3701 N. John Young Parkway, Suite 110
Orlando, Florida 32804

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

CONTRACTOR:

SimplexGrinnell
Company Name

Andrew P. Williams
Signature

Andrew P. Williams
Typed Name

DGM
Title

2/6/2015
Date

ORANGE COUNTY, FLORIDA:

Johnny Richardson
Johnny Richardson, CPPO, CFCM
Procurement Division Manager

3-5-15
Date

EXHIBIT "A"

SCOPE OF WORK

MAINTENANCE, TESTING, INSTALLATION AND INSPECTION OF THE FIRE ALARM SYSTEM, FIRE SPRINKLER SYSTEM, FIRE SUPPRESSION, SMOKE EXHAUST SYSTEM AND KITCHEN FIRE HOOD SYSTEM AT THE ORANGE COUNTY CONVENTION CENTER

This is an annual contract for the maintenance, installation, testing, and inspections of the Fire Alarm System (inclusive of the Annual Atrium Exhaust System Inspection), Fire Sprinkler System, Fire suppression System, Smoke Exhaust System, and Kitchen Fire Hood System installed at West and North/South Buildings, including the Destination Parkway Parking Garage, offices, at Station 57 and Remote Building and Taxi Cab Staging area at the Orange County Convention Center (OCCC). The service provided includes annual, semi-annual, and quarterly testing inspections and maintenance of all systems. All Systems shall commence on February 1, 2015. SimplexGrinnell shall provide all code required testing, inspections, maintenance and certification of all systems specified by the OCCC owned and operated facilities. SimplexGrinnell shall monitor all applicable codes including NFPA and advise the OCCC of any actions required to remain in compliance with codes. SimplexGrinnell shall perform functional and operational testing of fire alarm, fire suppression systems for OCCC per NFPA 17A, NFPA 25, NFPA 72, NFPA 92, NFPA 96, and NFPA 2001 guidelines. SimplexGrinnell shall provide installation, maintenance and repair service of these systems as requested and approved by the OCCC per the contract.

SimplexGrinnell shall provide on-site labor coverage for the OCCC based on GSA Contract GS-07F-0396M. Lot 1 Labor coverage for the purpose of this contract shall include labor that is required for normal everyday repairs except for designated SimplexGrinnell holidays, vandalism, acts of God, or any damage caused by OCCC or third parties. The on-site labor coverage shall be in effect from 8:00am to 5:00pm (or 8 hours a day based on OCCC show calendar) Monday through Friday for Lot 1. Labor shall not be covered after normal working hours from 5:01pm to 7:59am for Lot 1. Any repairs made during the afterhours time period shall be billed using Lot 2, based on current GSA rates. The terms of Lot 1 labor coverage shall be for Fire Alarm Services, Sprinkler Services, Suppression Services, Smoke Exhaust Services, and Kitchen Fire Hood Services, related to normal repairs. Fire Alarm parts needed to repair the existing system are included in the Lot 1 pricing, regardless when the work is performed. SimplexGrinnell holidays are New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Reference Attachment A for device counts.

1. **WORKMANSHIP**

Annual, Semi-annual, and Quarterly testing/inspections and Annual Atrium Exhaust System Testing-West Building and N/S Building at the OCCC. All testing/inspections will be performed during the hours of 11:00 pm through 5:00am unless otherwise specified by the Facility Operations Representative. Testing and inspection shall be scheduled through the Facility Operations Representative. All work shall be in accordance with current NFPA standards as adopted by Orange County Florida and shall comply with manufacturer's recommendations. This testing and inspection of the atrium smoke control system is also included in this contract.

Maintenance and testing times have been established for consideration of our operation and comfort of our clients. Emergencies are to be treated on a case-by-case basis and do not fall under the normally scheduled hours.

While this agreement is in effect, SimplexGrinnell shall monitor any and all applicable code including NFPA. Provide in writing to the Facility Operations Representative any actions required to remain in compliance with code.

SimplexGrinnell shall test, service, and maintain systems using only U.L. listed and manufacturer's approved testing equipment and replacement parts. SimplexGrinnell will provide a list of all calibrated test equipment to be used for testing. The integrity of all systems shall be maintained at all times, unless approved the Facility Operations Representative.

For the purposes of this contract, the property named North/South will consist of the Convention Center addressed at 9899 International Drive and 9400 Universal Boulevard, Destination Parkway Parking Garages and Offices (including Station 57), and the Remote Building and Taxi Cab Staging Area addressed at 9860 Universal Boulevard. The West Building will consist of the Convention Center, West Entrance Upgrade, Building 12, and Building 13 addressed as 9800 International Drive.

2. **INSPECTIONS**

All work must be reviewed by the Facility Operations Representative to ensure that it conforms to contract specification and requirements surrounding the work. Following the inspection, Simplex Grinnell must present completed, type-written inspection documentation to the Facility Operations Representative within 5 (five) calendar days of completion for

his/her review. Any Lot 1 discrepancies noted shall be corrected within 5 (five) calendar days after inspection, or if Lot 2 additional work, within 5 (five) calendar days after the approval process by the facility Operations Representative.

3. FIRE ALARM SYSTEM

System must comply with NFPA 17A, NFPA 72, and NFPA 96.

4. FIRE SPRINKLER SYSTEM

System must comply with NFPA 17A, NFPA 25, and NFPA 96.

5. FIRE SUPPRESSION SYSTEM

System must comply with NFPA 2001.

6. SMOKE EXHAUST SYSTEM

System must comply with NFPA 92.

7. KITCHEN FIRE HOOD SYSTEM

System must comply with NFPA 96.

8. SUPPLEMENTAL CONDITIONS

- A. SimplexGrinnell shall not make any alterations to any equipment without prior written approval of the Facility Operations Representative.
- B. SimplexGrinnell shall provide all labor, materials, supplies, and equipment for testing, inspection, and maintenance of the Fire Alarm System, Fire Sprinkler System, Fire Suppression System, Smoke Exhaust System, and Kitchen Fire Hood System.
- C. Where in the course of work, SimplexGrinnell requires an outage of electrical service, SimplexGrinnell must request, in writing, authorization for the outage through the Facility Operations Representative 10 (ten) calendar days in advance. The request shall state the anticipated duration of such outage. In the event of an emergency, when written approval is not practical or possible, verbal approval must be obtained from the Facility Operations Representative.
- D. SimplexGrinnell shall provide Facility Operations Representative

detailed testing procedures, in writing.

- E. All areas in which SimplexGrinnell conducts work shall be left in a clean and orderly condition. All work shall be done in a *safe*, courteous, and professional manner. All fire alarm control panels shall be dual and clutter free. Panel will be vacuumed and left free of parts and small hardware.
- F. SimplexGrinnell and facility Operations Representative shall meet monthly to review performance and schedule major testing/repairs for the next 90 (ninety) day period. OCCC will provide SimplexGrinnell with an event schedule quarterly, and from this schedule SimplexGrinnell will provide to OCCC by the 10th of each month a testing/inspection schedule for the upcoming month. OCCC will review schedule and work with SimplexGrinnell to solidify or confirm schedule.
- G. SimplexGrinnell personnel shall check in with the OCCC's Building Security during scheduled working hours prior to commencing work, and check out after completing the work. This requirement applies to all work. SimplexGrinnell is not authorized access to any building or area without obtaining permission.
- H. Ali testing shall be in accordance with NFPA 17A, NFPA 25, NFPA 72, NFPA 92, NFPA 96, and NFPA 2001. Test reports shall be typed and submitted to the Facility Operations Representative within 7 (seven) calendar days of the test. SimplexGrinnell shall test all devices connected to the fire alarm control panels in accordance with the NFPA 17A, 25, 72, 92, 96 and 2001 requirements. All technical data inclusive of prints and manufacturer's information shall be made available to SimplexGrinnell.
- I. A certificate of compliance must be completed and provided to the Facility Operations Representative each time a fire alarm system is installed, serviced, tested, repaired, improved, or inspected. Additional typewritten documentation required for all modifications will not be covered under certificate of compliance.
- J. A Fire Alarm Service Tag must be affixed to the fire alarm control panel each time a system is inspected, tested, serviced, repaired, improved, or installed.
- K. SimplexGrinnell shall use the current GSA labor rates for the purpose of pricing all additional work not covered by the contract. Labor hours must be annotated on a work ticket.

Parts/supplies will be reimbursed at either GSA schedule prices or 25% discount off of published list price.

Orange County shall issue one Delivery Order number for the monthly maintenance and inspections.

The SimplexGrinnell shall reference the Contract Number and the appropriate Delivery Order number on all of its invoices. Orange County shall issue additional work/repairs on separate Delivery Orders.

SimplexGrinnell shall submit a copy of the work order with its invoices for Maintenance/Additional Work. Work orders must be signed by the Facility Operations Representative at the time the Maintenance/Additional Work is performed. Failure to obtain an authorized signature may result in denial of payment for the work covered by the work order. When an emergency situation is deemed to have existed, written authorization of the work order shall be accomplished as soon as possible after completion of the emergency service work. The work order must include the names of the SimplexGrinnell workers and the days/hours worked (in/out time).

- L. A work order shall be submitted to the Facility Operations representative for approval within 48 (forty-eight) hours of the maintenance/additional work performed. Such work orders shall indicate the date work was performed, a description of the work, man- hours, and any other applicable information.
- M. All service responses shall be on a 7 (seven) days per week, 24 (twenty-four) hours per day basis. Response requirements:
- 1 hour verbal notification
 - 3 hours on property
- N. SimplexGrinnell shall accept the systems to be maintained in an as is condition as of the effective date of this contract. The certificate of annual inspection will be made available to SimplexGrinnell prior to commencing work. The systems have been installed and approved per local Orange County Codes.
- O. OCCC plans on renovating the West Building fire alarm system within the next 2 (two) years. When the renovation begins, SimplexGrinnell and OCCC will meet and discuss the removal of devices to the contract and renegotiate the price according to the amount of the devices removed and the desired coverage based on pricing in Attachments A and B.

9. SECURITY AND IDENTIFICATION

- A. All costs for background investigations will be Contractor's responsibility. The County shall have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through www.uscis.gov), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff must be approved by OCCC Security team prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows. The background checks must be performed yearly:
1. For all Contractor's staff and/or employee that will be working at any part of the Convention Center and related facilities, including Destination Parkway Offices and Parking Structure, the Contractor shall perform background checks at its expense and submit them to OCCC for determining whether the employee is acceptable to be allowed to work for OCCC. The background checks must be submitted each year the contract is valid.
 2. The contractor shall provide a level 1 (5 years) background check, dated 90 days prior to contract start, for any employees before starting work to include:
 - a. Identification Verification
 - b. Selective Service Status (registered/unregistered).
 - c. FDLE Automated Criminal Record
 - d. Clerk of Courts by County of Residence
 - e. Employment Verification
 - f. DMB by State Residence
 - g. Military Verification
 - h. Professional License and Certification Check

Drug Screen – Five Panel

Amphetamines
Cocaine Metabolites
Marijuana Metabolites
Opiate Metabolites
Phencyclidine

- C. Contractor's employees will not be allowed in Orange County Convention Center without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County Representative, in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the Orange County Convention Center Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the Orange County Convention Center whether the employee shall continue to work at Center locations within this contract.
- F. The Contractor shall ensure that all vehicles used by their staff are properly identified with the companies name and logo.
- G. The Contractor shall remove from Convention Center premises any of his employee's who, in the opinion of the County's Representative, or designee, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, disruptive, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on the Center premises. The Convention Center Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace.

ATTACHMENT# 1

1) FIRE ALARM SYSTEM

- i) Test and Inspection (LOT 1)
 - (1) NFPA 72, Annual Testing Per Part 1 of Exhibit "A"
 - (2) Services Related to repairs (8:00am-5:00pm)
 - (3) Repair parts
 - (4) Hours for testing: 11:00 pm through 5:00 am
- ii) Labor Coverage for OCCC haced on GSA Contract. CTS-07F-039fIM
 - (1) Full time On-site Fire alarm technician for 2008 hours per year, 8 hours a day based on OCCC show schedule.
- iii) Maintenance/Additional Work (LOT 2)
 - (1) Labor pricing based on GSA Contract GS-07F-0396M
 - (2) Material pricing based on GSA Contract GS-07F-0396M (if not included in LOT 1)
 - (3) Equipment and material not included in LOT 1 and not listed on the GSA schedule "Will be priced at a 25% discount off of published list price

2) FIRE SPRINKLER SYSTEM

- i) Test and Inspection (LOT 1)
 - (1) NFPA 25, Annual, Semi-annual, and Quarterly Testing Per Part 1 of Exhibit "A" (2) 5 Year Sprinkler Obstruction Investigation
 - (3) Hours for testing: 11:00 pm through 5:00 am
- ii) Maintenance/Additional Work (LOT 2)
 - (1) Labor pricing based on GSA Contract GS-07F-0396M
 - (2) Services Related to repairs (8:00am-5:00pm)
 - (3) Material pricing based on GSA Contract GS-07F-0396M (if not included in LOT 1)
 - (4) Equipment and material not included in LOT 1 and not listed on the GSA schedule "Will be priced at a 25% discount off of published list price

3) FIRE SUPPRESSION

- i) Test and Inspection (LOT 1)
 - (1) NFPA 2001, Annual, Semi-annual, and Quarterly Testing Per Part 1 of Exhibit "A"
 - (2) Hours for testing: 11:00 pm through 5:00 am
- ii) Maintenance/Additional Work (LOT 2)
 - (1) Labor pricing based on GSA Contract GS-07F-0396M
 - (2) Services Related to repairs (8:00am-5:00pm)
 - (3) Material pricing based on GSA Contract GS-07F-0396M (if not included in LOT 1)

4) SMOKE EXHAUST SYSTEM

- i) Test and Inspection (LOT 1)
 - (1) NFPA 92, Annual Testing Per Part 1 of Exhibit "A"
 - (2) Hours for testing: 11:00 pm through 5:00am
- ii) Maintenance/Additional Work (LOT 2)
 - (1) Labor pricing based on GSA Contract GS-07F-0396M
 - (2) Services Related to repairs (8:00am –5:00pm)

(3) Material pricing based on GSA Contract GS-07F-0396M (if not included in LOT 1)

(4) Equipment and material not included in LOT 1 and not listed on the GSA schedule will be priced at a 25% discount off of published list price

5) KITCHEN FIRE HOOD SYSTEM

i) Test and Inspection (LOT 1)

(1) NFPA 17A and NFPA96, Annual and Semi-annual Testing Per Part 1 of Exhibit "A"

(2) Hours for testing: 11:00 pm through 5:00am

ii) Maintenance/Additional Work (LOT 2)

(1) Labor pricing based on GSA Contract GS-07F-0396M

(2) Services Related to repairs (8:00am – 5:00 pm)

(3) Material pricing based on GSA Contract GS-07F-0396M (if not included in LOT 1)

(4) Equipment and material not included in LOT 1 and not listed on the GSA schedule will be priced at a 25% discount off of published list price

SUMMARY OF PROPOSED CHANGES Additional Equipment testing:

FM 200 Clean agent systems (3)

Fiber Optic testing (West Facility Fire Alarm

Network) ASDS (VESDA) System testing (2)

GSA pricing for Lot 2 additional work

Exhibit B

Orange County Convention Center Fire Alarm, Fire Sprinkler, Fire Suppression, Smoke Exhaust, Kitchen Fire Hood Systems

Lot 1:

Year 1: Inclusive of 5 year Sprinkler Testing and Inspection

<u>MONTH</u>	<u>MONTHLY TOTAL</u>
January	\$ 54,494
February	\$ 54,494
March	\$ 54,494
April	\$ 54,494
May	\$ 54,494
June	\$ 54,494
July	\$ 54,494
August	\$ 54,494
September	\$ 54,494
October	\$ 54,494
November	\$ 54,494
December	\$ 54,494
TOTAL	\$653,928

Years 2 through 5

<u>MONTH</u>	<u>MONTHLY TOTAL</u>
January	\$ 43,834
February	\$ 43,834
March	\$ 43,834
April	\$ 43,834
May	\$ 43,834
June	\$ 43,834
July	\$ 43,834
August	\$ 43,834
September	\$ 43,834
October	\$ 43,834
November	\$ 43,834
December	\$ 43,834
TOTAL	\$2,104,032

Lot 1: Price Summary: Year 1-5 (grand total):\$ 2,757,960.00

Lot 2: Years 1-5

Maintenance/Additional Work

Annual Maintenance Factor

Note: Fire Alarm parts for existing system shall be excluded from Additional Work pricing. Parts prices are based on GSA schedule prices or 25% discount on published list price. Labor rates are based on current GSA Contract GS-07F-0396M rates:

Total Estimated Hourly Value: \$175,000

Total Estimated Parts Value: \$75,000

Dollar Value of Lot 2: $\$250,000.00 \times 5 \text{ years} = \$1,250,000.00$

TOTAL CONTRACT AMOUNT: \$4,007,960.00