



## Agreement

### I. Parties

This Agreement, 2017-12 is made this 29 day of November 2016, by and between **Express Supply, Inc. ("Contractor")**, located at 632 Gatlin Avenue, Orlando, FL 32806 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Contractor for the purchase of network equipment in an amount not to exceed the budgeted funds; and

**Whereas** Contractor has agreed to provide said equipment to the Town in accordance with its contract with Seminole County, Florida, dated May 19, 2016, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of the Seminole County Contract, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Products and Services

Contractor shall provide the purchase of network equipment to the Town in accordance with the terms of the above referenced Seminole County Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Seminole County Contract:

#### CONTRACT NUMBER

The Town of Miami Lakes' Traffic Camera agreement will be referenced as Contract #2017-12.

#### EFFECTIVE DATE

Month November Day 29 of 2016



### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

### **INVOICING**

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.



V. **Points of Contact**

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Specialist  
(305) 364-6100 ext. 1164 [fossler@miamilakes-fl.gov](mailto:fossler@miamilakes-fl.gov)

Project Manager: Carmen Olazabal or Designee, Public Works  
(305) 364-6100 ext. 1129 [olazabalc@miamilakes-fl.gov](mailto:olazabalc@miamilakes-fl.gov)

The point of contact for Express Supply, Inc. shall be:

Name: **Mark Schulting**, email: **[mschulting@expresssupply.net](mailto:mschulting@expresssupply.net)**

Title: **President**, phone: **407-497-8614**

**Express Supply, Inc.**

Signature

Name (print): **Mark Schulting**

**Town of Miami Lakes**

  
Alex Rey, Town Manager

**Attest:**

  
Gina Inganzo, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, **Express Supply, Inc. ("Express")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the **Mark Schulting**,  
(type title of officer)

**President**, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this **29** day of **Novemeber**, 20 **16**.

**Carmen Schulting**

Corporate Secretary

(Corporate Seal)







**Exhibit "A"**  
**Seminole County Contract**

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

**TERM CONTRACT FOR PURCHASE OF NETWORK EQUIPMENT  
(IFB-602546-16/GCM)**

**THIS AGREEMENT** is dated as of the 19<sup>th</sup> day of MAY 20 16, by and between **EXPRESS SUPPLY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 632 Gatlin Avenue, Orlando, Florida 32806, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide network equipment to Seminole County; and

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

**WHEREAS**, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

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

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required equipment shall be specifically enumerated, described and depicted in the Release Orders authorizing delivery of specific equipment. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the equipment authorized by the Release Order. The first three (3) months of the initial term shall be 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 Services.** Authorization for provision of equipment by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the equipment required, state the dates for delivery of equipment and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release 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 equipment to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders, as may be issued hereunder within the time specified therein.



**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONTRACTOR pursuant to this Agreement shall not exceed COUNTY's the amount annually budgeted for purchase of network equipment.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all equipment required by the Release Order, but in event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order equipment actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total equipment actually delivered.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as equipment are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any equipment provided, the cost of the equipment therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772



Two (2) copies of the invoice shall be sent to:  
Seminole County Traffic Engineering Division  
140 Bush Boulevard  
Sanford, Florida 32773

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

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfaction delivery of equipment required hereunder and upon acceptance of the equipment 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. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(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 hereunder. Audits will 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 shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) above.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to equipment provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for

five (5) years from the date of final payment under this Agreement 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 for in subsection (c) above reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR will refund such overpayment to COUNTY within thirty (30) days of notice to CONTRACTOR by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval, or acceptance of, nor payment for any of the equipment delivered will be construed to 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 shall be and 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 services furnished under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specification, 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 shall be paid compensation for equipment delivered to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may 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.

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

(e) 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. Agreement and Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will 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 and will 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 shall include, but not be 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 shall 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 agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.



(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement nor any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**Section 15. Subcontractors.** In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, CONTRACTOR shall have the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" 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 shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and 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 COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force



amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover it for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. 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 Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's



and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover it 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 without the attachment of restrictive endorsements, other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover it for those sources of liability which would be covered by Part IV 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, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos, or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion 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 agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation



**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 will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall 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) CONTRACTOR shall at all times during the normal work week 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 shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein 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 hereof shall 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 herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should 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 to be and shall 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 shall 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 furnished by CONTRACTOR not specifically provided for herein shall 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 that said 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 119.071, Florida Statutes, with regard to public records and shall:

(1) 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) provide the public 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) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) 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.

(c) Failure to comply with this Section shall 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.

**(d) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE**



**CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY  
PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,  
RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND  
CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL  
32771.**

**Section 26. 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 provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be 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 any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to



CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto 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 shall remain such until it shall have 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, to-wit:

**For COUNTY:**

Seminole County Traffic Engineering Division  
140 Bush Boulevard  
Sanford, Florida 32773

**For CONTRACTOR:**

Express Supply, Inc.  
632 Gatlin Avenue,  
Orlando Florida 32806

**Section 29. 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.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

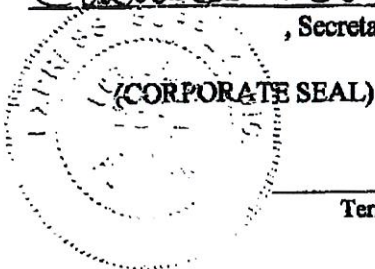
**ATTEST:**

**EXPRESS SUPPLY, INC.**

  
, Secretary

By:   
MARK SCHULTING, CEO

Date: 5/17/14



SEMINOLE COUNTY, FLORIDA

Gmarrozos  
Witness  
GLADYS MARROZOS  
Print Name

Tommy Roberts  
Witness  
Tommy Roberts  
Print Name

By: Betsy Cohen  
BETSY COHEN, Purchasing Administrator  
Date: 5/19/16

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney

AEC/lpk

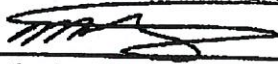
3/15/16 5/11/16

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

<b>SUBMIT BIDS TO:</b> Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: <b>PURCHASING &amp; CONTRACTS (PCD)</b>	<b>INVITATION FOR BID</b>  And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-865-7110 - Phone 407-865-7956 - Fax gmarrozos@seminolecountyfl.gov	<b>IFB-602546-16/GCM</b> <b>Term Contract for the Purchase of</b> <b>Network Equipment</b>
<p align="center"><b><u>Bid Due Date</u></b></p> <p align="center"><b>Date: <u>April 20, 2016</u></b></p> <p align="center"><b><u>Time: 2:00 PM</u> (Eastern Standard Time)</b></p> <p align="center"><b><u>Location of Public Opening:</u></b>  <b>Purchasing &amp; Contracts Division, PCD Conference Room</b>  <b>1301 E. Second Street, Sanford, FL 32771</b></p>	
Proposer Name: Express Supply, Inc.	Federal Employer ID Number: 20-5497315
Mailing Address: 632 Gatlin Ave	If returning as a "No Submittal", state reason (If so, return only this page):
City, State, Zip: Orlando, FL 32806	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: Florida List of Principals: Mark Schulting	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers 1 through 4:  Authorized Signature (Manual) Date 5-2-2016
Email Address: info@expresssupply.net	Typed Name: Mark Schulting
Telephone Number: 407-497-8614	Title: CEO
Fax Number: N/A	Date: 5-2-2016

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID**  
 The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.



## **Part 1 General Scope**

The Contractor will be responsible for furnishing network equipment on an as needed basis by the County in accordance to the terms and conditions of the Contract Documents.

The list of network equipment includes but is not limited to switches, optics, antennas, encoders, etc. Equipment is to be used to upgrade and expand the ATMS and signal system in Seminole County. Boxes and covers shall be new, currently advertised standard production models. Bidder must state manufacturer's name and model on the Bid Response Form. Submittals shall include descriptive literature and manufacturer's specifications in sufficient detail to enable proper evaluations of the products offered.

Authorization for delivery of materials by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the materials required and shall state the delivery information.

**Part 4  
Price Submittal**

**IFB-602546-16/GCM  
Term Contract for the Purchase of Network Equipment**

Name of Bidder: Express Supply, Inc  
Mailing Address: 632 Gatlin Ave  
Street Address: 632 Gatlin Ave  
City/State/Zip: Orlando, FL 32806  
Phone Number: (407) 497-8614 FAX Number: ( )  
E-Mail Address: info@expresssupply.net

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- § General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

TOTAL AMOUNT OF BID: \$ 3,336,681.50

Price Sheets are available in Excel under a separate file for your convenience.

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
01	ITS Express ITS-8020 Kit 2 sfp+ 1 100/1000 combo/copper + 7 10/100copper Hardend multicast switch includes 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	150	Each	\$799.99	\$119,998.50
02	ITS Express ITS-8040 Kit 4 100/1000 sfp combo + 8 10/100/1000 copper Hardend multicast switch 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,099.99	\$109,999.00
03	ITS Express ITS-8040 Plus Kit 4 100/1000 sfp combo + 8 10/100/1000 copper Plus Bypass, 2 sfp-10000x20 uht om 2 jumpers LC-LC Hardend multicast switch power supply and din rail ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,299.99	\$129,999.00
04	ITS Express ITS-8012-24 Kit 8 100/1000 sfp combo + 16 10/100/1000 copper Hardend multicast switch 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	200	Each	\$1,299.99	\$259,998.00
05	ITS Express ITS-8012-24 Plus Kit 8 100/1000 sfp combo + 16 10/100/1000 copper Plus Bypass 2 sfp-10000x20 uht om 2 jumpers LC-LC Hardend multicast switch Redundant Internal power ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,699.99	\$169,999.00
06	ITS Express 8024 8 1000 sfp + 16 100/1000sfp/10/100/1000 Copper Hardend multicast switch 2 sfp-10000x10 uht om Rack Mountable Internal power ITS Express or approved equal	ITS EXPRESS	60	Each	\$1,699.99	\$101,999.40
07	ITS Express 8028 2 1000 sfp + 24 100/1000sfp/10/100/1000 Copper Hardend multicast 2 sfp-10000x10 uht om Rack Mountable Internal power supply ITS Express or approved equal	ITS EXPRESS	80	Each	\$1,099.99	\$87,999.20
08	ITS Express ITS- Optical Bypass Fiber Optic Bypass Switch Include 2 jumpers LC-LC no power supply ITS Express or approved equal	ITS EXPRESS	100	Each	\$199.99	\$19,999.00
09	ITS-Express-MC1000 ITS Express Media Conv SFP to 10/100/1000 Fixed Copper media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
10	ITS Express 80 Series Power Supplies For Din Rails Mount Switches ITS Express or approved equal	ITS EXPRESS	30	Each	\$79.99	\$2,399.70
11	ITS-Express-MC100 ITS Express Media Conv 30km SM to 10/100 Copper mini media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70

Company Name: Express Supply



Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
12	ITS-Express-MC1000 ITS Express Media Conv SFP to 10/100/1000 Copper media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
13	ITS Express Cellular Router CR-1000 Cellular cabinet network device ITS Express or approved equal	ITS EXPRESS	30	Each	\$899.99	\$26,999.70
14	ITS Express Layer 3 Hardened Ethernet Switch 10GB Base ITS Express or approved equal	ITS EXPRESS	10	Each	\$4,999.99	\$49,999.90
15	ITS Express Layer 3 Hardened Switch Expansion Copper Modules ITS Express or approved equal	ITS EXPRESS	10	Each	\$99.99	\$999.90
16	ITS Express Layer 3 Hardened Switch Expansion Fiber Port Modules ITS Express or approved equal	ITS EXPRESS	10	Each	\$799.99	\$7,999.90
17	ITS Express Hybrid CCTV Cable Designed specifically for the demands of a Bosch IP CCTV Network Environment. 1000 Foot Spool. ITS Express or approved equal	ITS EXPRESS	30	Each	\$1.49	\$44.70
18	ITS Express TS-2 POE Midspan 85 Watt for Bosch Cameras ITS Express or approved equal	ITS EXPRESS	30	Each	\$199.99	\$5,999.70
19	ITS Express CCTV Power Supply 24 VAC ITS Express or approved equal	ITS EXPRESS	30	Each	\$19.99	\$599.70
20	ITS Express POE Injector Standard hardened poe injector ITS Express or approved equal	ITS EXPRESS	30	Each	\$59.99	\$1,799.70
21	ITS Express Candy Cane Mount ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
22	ITS Express Mast ARM Bracket with Cables ITS Express or approved equal	ITS EXPRESS	30	Each	\$139.99	\$4,199.70
23	ITS Express Video Server Software Video Server for BVMS-ITS ITS Express or approved equal	ITS EXPRESS	2	Each	\$12,999.99	\$25,999.98
24	ITS Express Video Decoder Matrix Software Video Wall Decoder ITS Express or approved equal	ITS EXPRESS	20	Each	\$7,299.99	\$145,999.80
25	ITS Express Workstation BVMS-ITS WorkStation ITS Express or approved equal	ITS EXPRESS	30	Each	\$4,999.99	\$149,999.70
26	ITS Express Mobile Server BVMS-ITS Mobile Server ITS Express or approved equal	ITS EXPRESS	30	Each	\$4,999.99	\$149,999.70
27	ITS Express Workstation Monitor Curved Monitor 28" or larger ITS Express or approved equal	ITS EXPRESS	1	Each	\$1,099.99	\$1,099.99
28	ITS Express RAID System Raid 0,1,4,5,6,10 Recording system ITS Express or approved equal	ITS EXPRESS	1	Each	\$18,999.99	\$18,999.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
29	ITS Express Fiber Patch Cables 1,2, or 3 Meter Any Standard Optical Connector ITS Express or approved equal	ITS EXPRESS	30	Each	\$11.99	\$359.70
30	ITS Express SFP-100-FX UHT OM MM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
31	ITS Express SFP-100-LX 20KM UHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
32	ITS Express SFP-100-LX 30KM FXUHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$139.99	\$4,199.70
33	ITS Express SFP-100-LX 40KM FXUHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
34	ITS Express SFP-100-GX UHT OM 100c temp rating Optical monitoring Copper works in std 1000 SFP Port ITS Express or approved equal	ITS EXPRESS	30	Each	\$199.99	\$5,999.70
35	ITS Express SFP-1000-FE UHT 100c temp rating Optical monitoring 10/100/1000 Copper SFP ITS Express or approved equal	ITS EXPRESS	10	Each	129.99	\$1,299.90
36	ITS Express SFP-1000-SX UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	64.99	\$64.99
37	ITS Express SFP-1000-SXL 2 KM UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	149.99	\$1,499.90
38	ITS Express SFP-1000-LX10 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	100	Each	129.99	\$12,999.00
39	ITS Express SFP-1000-LX20 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	129.99	\$1,299.90
40	ITS Express SFP-1000-LX40 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	169.99	\$1,699.90
41	ITS Express SFP-1000-EX60 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	189.99	\$1,899.90
42	ITS Express SFP-1000-ZX80 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	239.99	\$4,799.80
43	ITS Express SFP-1000-ZX120 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	279.99	\$2,799.90
44	ITS Express SFP-1000-ZX180 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	299.99	\$299.99

Company Name: Express Supply



Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
45	ITS Express SFP-1000-BX 20 UHT OM ( Pair ) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	249.99	\$2,499.90
46	ITS Express SFP-1000-BX 40 UHT OM ( Pair ) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	349.99	\$3,499.90
47	ITS Express SFP-1000-BX 80 UHT OM ( Pair ) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	599.99	\$5,999.90
48	ITS Express SFP-1000-BX 160 UHT OM ( Pair ) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	999.99	\$9,999.90
49	ITS Express XFP-10GIG-SR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	179.99	\$1,799.90
50	ITS Express XFP-10GIG-10LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	299.99	\$5,999.80
51	ITS Express XFP-10GIG-40 ER UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	349.99	\$6,999.80
52	ITS Express XFP-10GIG-80ZR UHT OM 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	10	Each	139.99	\$1,399.90
53	ITS Express SFP+-10GIG-SR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	149.99	\$149.99
54	ITS Express SFP+-10GIG-10LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	149.99	\$149.99
55	ITS Express SFP+-10GIG-20LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	169.99	\$169.99
56	ITS Express SFP+-10GIG-30LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	179.99	\$179.99
57	ITS Express SFP+-10GIG-40LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	199.99	\$1,999.90
58	ITS Express SFP+-10GIG-40ER UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	199.99	\$3,999.80
59	ITS Express SFP+-10GIG-60ER UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	5	Each	249.99	\$1,249.95

Company Name: Express Supply



Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
60	ITS Express SFP+-10GiG-70ZR UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	499.99	\$499.99
61	ITS Express SFP+-10GiG-80ZR UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	599.99	\$599.99
62	ITS Express SFP+-10GiG-20BR UHT OM ( Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	399.99	\$399.99
63	ITS Express SFP+-10GiG-40BR UHT OM ( Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	499.99	\$499.99
64	ITS Express SFP+-10GiG-80BR UHT OM ( Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	1299.99	\$1,299.99
65	ITS Express QSFP-40GiG-SR4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	469.99	\$469.99
66	ITS Express QSFP-40GiG-LR4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	1499.99	\$1,499.99
67	ITS Express QSFP-40GiG-ER4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	3999.99	\$3,999.99
68	ITS Express POE Hardend POE Injector ITS Express or approved equal	ITS EXPRESS	25	Each	349.99	\$8,749.75
69	Bosch HD Mini Dome outdoors with complete with mounting and power supply ITS Express or approved equal	BOSCH	25	Each	760.99	\$19,024.75
70	Onsite Engineering services per hour or approved equal	ITS EXPRESS	40	per/hr	189.99	\$7,999.60
71	Engineering services per hour or approved equal	ITS EXPRESS	40	per/hr	179.99	\$7,199.60
72	Remote Support Remote Support for any ITS or Bosch ITS Products or approved equal	ITS EXPRESS	40	per/hr	\$139.99	\$5,599.60
73	Bosch Mounting Kit 9543 Pipe Mount Kit Bosch or approval equal	BOSCH	1	Each	\$89.99	\$89.99
74	Bosch Mounting Kit 9541 Dome camera mounting kit with flat mounting plate for concrete pole mount Bosch or approval equal	BOSCH	1	Each	\$89.99	\$89.99
75	Bosch VG4-A-PA0 MOUNT Bosch or approval equal	BOSCH	1	Each	159.99	\$159.99
76	Bosch VG4-A-PA1 MOUNT Bosch or approval equal	BOSCH	1	Each	199.99	\$199.99
77	Bosch Bubble Clear lens for Bosch ITS domes Bosch or approval equal	BOSCH	1	Each	\$75.99	\$75.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
78	MBV-XKBD-30 Keyboard License Bosch or approval equal	BOSCH	1	Each	\$160.99	\$160.99
79	Bosch VG-ITS series Camera Repair Bosch or approval equal	BOSCH	1	Each	\$850.99	\$850.99
80	Bosch HD Mini Dome outdoors with complete with mounting and power supply Bosch or approval equal	BOSCH	1	Each	\$99.99	\$99.99
81	Bosch HD Mini Dome indoors with complete with mounting and power supply Bosch or approval equal	BOSCH	1	Each	\$999.99	\$999.99
82	ITS Express Monitor LED Large format 1080p resolution 120HZ ITS Express or approval equal	ITS EXPRESS	1	Each	\$2,299.99	\$2,299.99
83	Bosch VIPX1XF-E Bosch or approval equal	BOSCH	1	Each	\$299.99	\$299.99
84	Bosch VIP-X1XF-PSU Bosch or approval equal	BOSCH	1	Each	\$15.99	\$15.99
85	Bosch VIP-X2-FS1 Bosch or approval equal	BOSCH	1	Each	\$172.99	\$172.99
86	Bosch VG4 Internal encoder upgrade Internal H.264 encoder only Bosch or approval equal	BOSCH	1	Each	\$699.99	\$699.99
87	Bosch NKN-71027-BA3-20N Bosch or approval equal	BOSCH	1	Each	\$1,199.99	\$1,199.99
88	Bosch NKN-71027-BA4-20N Bosch or approval equal	BOSCH	1	Each	\$1,239.99	\$1,239.99
89	Bosch NUC-51022-F2M Bosch or approval equal	BOSCH	1	Each	\$399.99	\$399.99
91	Bosch NUC-51051-F2M Bosch or approval equal	BOSCH	1	Each	\$599.99	\$599.99
92	Bosch NKN-71013-BA4-20N Bosch or approval equal	BOSCH	1	Each	\$1,299.99	\$1,299.99
93	Bosch BVMS-ITS Video Wall Matrix Bosch or approval equal	BOSCH	1	Each	\$1,099.99	\$1,099.99
94	Bosch BVMS-ITS Pro (MBV-BPROITS) BVMS-ITS VERSION 8 CHAN,2 WS,1DVR,1KEY, MPEG2 H.263, H.264 Bosch or approval equal	BOSCH	1	Each	\$8,499.99	\$8,499.99
95	Bosch BVMS-ITS ENTERPRISE (MBV-ENTITS) BVMS-ITS VERSION 8 CHAN,2 WS,1DVR,1KEY, MPEG2 H.263, H.264 Bosch or approval equal	BOSCH	1	Each	\$10,999.99	\$10,999.99
96	Bosch BVMS-ITS CAMERA EXPANSION 10 pk Bosch or approval equal	BOSCH	10	Each	\$1,800.99	\$18,009.90
97	Bosch BVMS-ITS CAMERA EXPANSION 50 Pk Bosch or approval equal	BOSCH	1	Each	\$8,500.99	\$8,500.99

Company Name: Express Supply



Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
98	Bosch BVMS-ITS CAMERA EXPANSION/ 100pk Bosch or approval equal	BOSCH	1	Each	\$16,500.99	\$16,500.99
99	Bosch BVMS-ITS Workstation Expansion / 10pk Bosch or approval equal	BOSCH	1	Each	\$3,999.99	\$3,999.99
100	Bosch BVMS-ITS Workstation Expansion / qty 1 Bosch or approval equal	BOSCH	1	Each	\$450.99	\$450.99
101	Bosch BVMS-ITS Workstation Expansion / 10pk Bosch or approval equal	BOSCH	1	Each	\$4,000.99	\$4,000.99
102	Bosch BVMS-ITS Keyboard expansion 1 each Bosch or approval equal	BOSCH	1	Each	\$220.99	\$220.99
103	Bosch BVMS-ITS DVR Expansion 1 each Bosch or approval equal	BOSCH	1	Each	\$799.99	\$799.99
104	Bosch BVMS-ITS Enterprise Upgrade 1 each Bosch or approval equal	BOSCH	1	Each	\$1,600.99	\$1,600.99
105	Bosch BVMS-ITS Mobile Server license 1 each Bosch or approval equal	BOSCH	1	Each	\$540.99	\$540.99
106	Bosch BVMS-ITS Intrusion Panel Bosch or approval equal	BOSCH	1	Each	\$380.99	\$380.99
107	Bosch BVMS-ITS Forensic Search License Bosch or approval equal	BOSCH	1	Each	\$1,299.99	\$1,299.99
108	Bosch BVMS-ITS OPC Server license Bosch or approval equal	BOSCH	1	Each	\$2.00	\$2.00
109	Bosch BVMS-ITS Ent SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$4,995.00	\$4,995.00
110	Bosch BVMS-ITS Pro SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$3,599.00	\$3,599.00
111	Bosch BVMS-ITS Workstation SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$250.00	\$250.00
112	Bosch BVMS-ITS Channel Exp SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$65.00	\$65.00
113	Bosch BVMS-ITS Mobile SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$299.00	\$299.00
114	Bosch BVMS-ITS DVR SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$495.00	\$495.00
115	Bosch BVMS-ITS Keyboard SMA 3Years Bosch or approval equal	BOSCH	1	Each	\$69.99	\$69.99
116	Bosch BVMS-ITS Forensic SMA 3Years Bosch or approval equal	BOSCH	1	Each	\$699.99	\$699.99
117	Bosch BVMS-ITS Ent Upgrad SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$299.99	\$299.99
118	Bosch BVMS-ITS OPC SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$2.00	\$2.00
119	Bosch BVMS-ITS Intrusion Panel SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$295.00	\$295.00
120	Bosch BVC-ITS 32 channel Exp Bosch or approval equal	BOSCH	1	Each	\$2,500.00	\$2,500.00

Company Name: Express Supply



Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
124	Bosch BVMS-ITS VRM Exp 128 Bosch or approval equal	BOSCH	1	Each	\$12,500.99	\$12,500.99
125	Bosch BVMS-ITS VRM Base System W 16 Chan. Bosch or approval equal	BOSCH	1	Each	\$2,895.99	\$2,895.99
126	Bosch BVMS-ITS Video Storage E2700 BASE UNIT 12X4TB; SUPPORTS RAID-5 AND RAID-6 INCLUDES NETAPP SUPPORT Bosch or approval equal	BOSCH	1	Each	\$18,998.99	\$18,998.99
127	Bosch BVMS-ITS Video Storage E2700 BASE UNIT 12X8TB; SUPPORTS RAID-5 AND RAID-6 INCLUDES NETAPP SUPPORT Bosch or approval equal	BOSCH	1	Each	\$26,999.99	\$26,999.99
128	Bosch VG5-ITS 1080P-30X4 ITS Version IP HD 1080P High Temp Nema TS-2 CAMERA & 24V PS ONLY Bosch or approval equal	BOSCH	120	Each	2999.99	\$359,998.80
129	VG5-ITS 1080P-30X4 KIT ITS Version IP HD 1080P High Temp Nema TS-2 Includes Camera, I/F, Power Supply & Candy Cane mount. Bosch or approval equal	BOSCH	140	Each	3198.99	\$447,998.60
130	VG5-ITS 720P-30X4 ITS Version IP HD 720P Starlight High Temp Nema TS-2 CAMERA & 24V PS ONLY Bosch or approval equal	BOSCH	120	Each	2599.99	\$311,998.80
131	VG5-ITS 720P-30X4 KIT ITS Version IP HD 720P Starlight High Temp Nema TS-2 Includes Camera, I/F, Power Supply & Candy Cane mount. Bosch or approval equal	BOSCH	100	Each	\$2,749.99	\$274,999.00
132	Bosch MIC-ITS720P Ruggedized 720p50/60 HD PTZ day/night camera excellent low-light imaging; HPoE; IVA Bosch or approval equal	BOSCH	1	Each	3299.99	\$3,299.99
133	BOSCH MIC-1080P Ruggedized 1080p30 HD PTZ day/night camera excellent low-light imaging; HPoE; IVA Bosch or approval equal	BOSCH	1	Each	\$3,699.99	\$3,699.99
134	BOSCH POE MIDSPAN 95W Poe midspan for Bosch Mic ITS series Cameras Bosch or approval equal	BOSCH	1	Each	\$349.99	\$349.99
135	Bosch Poe Midspan 60 Watt poe midspan for Bosch 720 / 1080-ITS Series Cameras Bosch or approval equal	BOSCH	1	Each	\$179.99	\$179.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
136	Bosch MIC-DCA-HWA DCA mount for a MIC7000 camera. For installation on top of pole Bosch or approval equal	BOSCH	1	Each	\$199.99	\$199.99
137	Bosch MIC-WMB-WD Wall mount bracket Bosch or approval equal	BOSCH	1	Each	\$298.00	\$298.00
138	Bosch MIC-PMB Pole Mount Bracket for Mic Bosch or approval equal	BOSCH	1	Each	\$229.99	\$229.99
139	Bosch MIC-SCA-WD Shallow conduit adapter for a MIC-WMB Bosch or approval equal	BOSCH	1	Each	\$129.99	\$129.99
140	ITS Express Hybrid Camera cable per ft. Cat 5e, 6 conductor 16 AWG shielded w/drain wire 1000' spools per foot ITS Express or approved equal	ITS EXPRESS	3000	per ft.	1.49	\$4,470.00
Total						\$3,336,681.50

Company Name: Express Supply

**FAX/FED/CCN NUMBERS**  
 FLORIDA SALES: 88-11-033985-53C  
 FEDERAL SALES/USE: 88-74-0013K

Board of County Commissions  
 Seminole County, Florida  
**PURCHASE ORDER**

**EXHIBIT " B "**

**ORDER NUMBER:**

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.


ORDER TYPE	OP
ORDER DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT  
**ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING  
 AND CONTRACTS DIVISION**  
 1101E, 1st STREET - COUNTY SERVICES BLDG, RM. 83258  
 SANFORD FLORIDA 32771  
 PHONE (407) 885-7716 / FAX: (407) 885-7886

ITEM	
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ITEM	
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DELIVERY	
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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p>Sample of Release Order</p> 					
<p>THIS ORDER IS SUBJECT TO THE TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.</p>					
TOTAL AMOUNT					

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
 CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0889  
 Accts. Payable Inquiries - Phone (407) 885-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



## Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.