

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **DSI Innovations LLC**, located at 42 High Tech Blvd, Thomasville, NC 27360, possessing FEIN# 26-3383721 (hereinafter referred to as “SUPPLIER”) under seal for the Utilities PLC, SCADA, and Implementation, (hereinafter referred to as the “Project”), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 20, 2025 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #25PB-113 - Utilities PLC, SCADA, and Implementation, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, as required, Certificate of Insurance.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Agreement shall be effective on the date of the last signature below shall continue through October 31, 2029, and shall “Piggyback” the "Term(s) of the original Orange County Contract #Y24-1021B. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of project 25PB-113, the SUPPLIER shall provide PLC, SCADA, and Implementation services per **Appendix 1 – Orange County Contract #Y24-1021B** hereto, and according to the timeframe as noted herein. Any changes in the work by Orange County, Florida shall be allowed by the Agreement as a piggyback to the COUNTY.

Section 6 – Compensation. COUNTY shall make payment to SUPPLIER under COUNTY’s established procedure and, per the bid sheet herein, as part of Appendix 1 - Orange County Contract #Y24-1021B. There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

Section 7 – Assignment. SUPPLIER may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. SUPPLIER shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10, Florida Statutes, and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Supplier/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Supplier/Vendor does not own vehicles, the Supplier/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an “Independent Supplier” and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.095, F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- f) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for at least one (1) year after the date of termination.
- g) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER’s employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER’s work or at the SUPPLIER’s express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution, and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate workwear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and SUPPLIER meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and

SUPPLIER is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and SUPPLIER is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and SUPPLIER is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Appendices/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **Appendix 1 – Orange County Contract #Y24-1021B**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER’s and COUNTY’s representatives and addresses for notice purposes are:

SUPPLIER: DSI Innovations LLC
42 High Tech Blvd, Thomasville, NC 27360
CONTACT PERSON: Sean Patterson | Phone: 336-893-8385

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

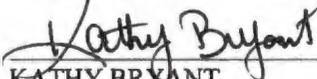
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: spatterson@dsiinnovations.com Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

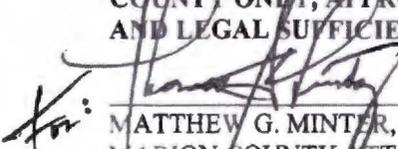

5/20/2025
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

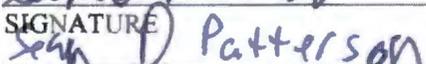

5/20/2025
KATHY BRYANT DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: May 20, 2025
25PB-113 PLC, SCADA, and Implementation


5/8/25
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

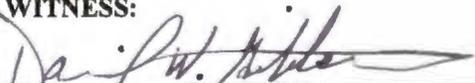
WITNESS:


SIGNATURE

PRINTED NAME

DSI INNOVATIONS LLC


5/29/25
BY: DATE
Scott Huffman
PRINTED:
Director of Operations
ITS: (TITLE)

WITNESS:


SIGNATURE
David Gibbons
PRINTED NAME

CONTRACT # Y24-1021B

This Contract is made as of the 1st day of November, 2024 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 DSI Innovations LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 26-3383721.

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 professional/consultation services in the area of Orange County Utilities – Supervisory Control and Data Acquisition (SCADA) Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liason during the performance of this Contract for Water Reclamation and Pumping shall be Kevin Begy, telephone no. 407-836-6973.

The COUNTY'S representative/liason during the performance of this Contract for Water Production shall be Patrick Shane, telephone no. 407-497-7493.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on November 1, 2024 and complete all services by October 31, 2029.

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

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 the base period, shall not exceed Three Million, Nine Hundred Sixty-Nine Thousand Dollars (\$3,969,000.). 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 Services. 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 will be paid in accordance with the State of Florida Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by an emailed submission of an invoice to:

1. OCUtilitiesinvoices@ocfl.net
2. Kevin.Begy@ocfl.net, Division Representative for Water Reclamation
3. Patrick.Shane@ocfl.net, Division Representative for Water

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

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 INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Estimated 5-Year Total." The County shall order at least \$10,000 during the initial contract performance period as a minimum guarantee. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-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:

- Commercial General Liability - The Vendor/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 (five hundred thousand dollars) per occurrence. Vendor/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.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/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 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/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.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (one hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/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.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
109 E. Church Street, Suite 200
Orlando, FL 32801

ARTICLE 6 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 7 **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 8 **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 9 **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 10 **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 11 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 them 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 12 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding twenty-four (24) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 13 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 14 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 15 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 16 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 17 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 18 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 19 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 20 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 21 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 22 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 23 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 24 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 25 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 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 believes the County is liable; and that I am duly authorized to certify the claim on behalf of the 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. 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 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 26 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, e-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 27 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 28 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

ARTICLE 29 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban

Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass 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 Vendor 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 options as stated herein.

ARTICLE 30 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 Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 31 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 32 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 33 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 34 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 35 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 36 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 37 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 38 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 39 ANTI-HUMAN TRAFFICKING

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing procurement@ocfl.net.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.

- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits Orange County from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

ARTICLE 40 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:

Carrie Mathes
Manager, Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

DSI Innovations LLC
42 High Tech Blvd
Thomasville, NC 27360

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:

ORANGE COUNTY, FLORIDA:

DSI Innovations LLC
Company Name

Carrie Mathes
Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.
Procurement Division Manager


Signature

10.9.2024
Date

Jason Dupre
Typed Name

Cfo
Title

10/7/24
Date

SPECIFICATIONS / SCOPE OF SERVICES

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system.

1. OVERVIEW

- A. Work is performed as a series of individual work authorizations.
- B. Each work authorization, initiated by the County, shall be defined cooperatively by the County and professional service provider.
- C. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical systems up to 480 volt, instrumentation, server, and network systems.
- D. These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI (Human-Machine Interface) software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs).
- E. The Contractor(s) shall furnish all parts, materials, equipment, approved subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization. When furnishing parts and or materials it should be invoiced showing a mark-up or discount off the 3rd-party invoice costs or manufacturer list price.

2. SERVICE LEVELS

- A. The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year.

The Contractor(s) shall respond on-site or via remote virtual private network (VPN) access for hardware or software issues within four (4) hours of being contacted by county staff to address emergency situations.

3. PERFORMANCE STANDARDS

The following lists major SCADA tasks the Contractor(s) shall perform:

- A. Provide engineering and technical services to smoothly integrate each project into the County's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects.

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems up to 480 volts, motor control systems, lighting, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems best suited for the County.
- D. Design, maintain, install and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the County's Utility systems.
- E. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
- F. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
- G. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
- H. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
- I. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as Dynamic Host Configuration Protocol (DHCP) or Static IP Address.
- J. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- K. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

4. SERVICES – WATER PRODUCTION

A. Technical Competency Requirements - Water Production

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of piping and instrumentation diagram (P&IDs) for process control systems.
2. Configuration and programming of PLCs specifically including the

following:

- a. Modicon PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Modbus and Modbus TCP (Transmission Control Protocol)
 - b. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed on the panel specification build plate.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of /data/ networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators

3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements Water Production

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI /Historian / etc. (Et cetera).
 - b. DNS(Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol)/STATIC
 - d. AD (Active Directory;) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Network Accessible Storage (NAS)
3. Virtualized server systems based on VMWare (virtual machine).
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - d. High availability systems
 - e. Network management software

5. SERVICES - PUMPING/RECLAIM/SOLID WASTE

A. Technical Competency Requirements – Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (piping and instrumentation diagram) for process control systems.
2. Configuration and programming of PLCs (programmable logic controller) specifically including the following:
 - a. Siemens PLC (programmable logic controller) platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens and Process Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus (Process Field Bus) DP (Decentralized Periphery)/PA (Process Automation) and Profinet communications
 - b. DNP3 (Distributed Network Protocol) Ethernet communications
 - c. Sinaut (Siemens)
 - d. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL (Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL (Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required

8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related electrical and control systems up to 480 volts consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements - Pumping/Reclaim/Solid Waste

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)
 - HMI (Human-Machine Interface)
 - a. DNS (Domain Name System)
 - b. DHCP (Dynamic Host Configuration Protocol) /STATIC
 - c. AD (Active Directory) and domain controllers
 - d. Expertise with Microsoft Server OS.

2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare. (Virtual Machine)
4. Network design and configuration including the following
 - a. Layer 2 and 3 Switches
 - b. Routers
 - c. Checkpoint firewall systems
 - i. High availability systems
 - ii. Network management software

6. SERVICES - WATER RECLAMATION

A. Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (Piping and Instrumentation Diagram) for process control systems.
2. Configuration and programming of PLCs specifically including the following:
 - a. Modicon PLC platforms
 - b. Allen-Bradley PLC platforms
 - c. Siemens PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
 - a. Wincc Siemens
 - b. iFIX and Proficy Historian
4. Industrial communication networks including the following:
 - a. Siemens Profibus DP (Decentralized Periphery) /PA (Process Automation) and Profinet communications
 - b. Modbus and Modbus TCP (Transmission Control Protocol)
 - c. DNP3 (Distributed Network Protocol) Ethernet communications
 - d. Sinaut (Siemens)
 - e. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
 - a. UL(Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL(Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

B. Electrical Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.

2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (Unshielded Twisted Pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

C. Instrumentation Technical Competency – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (Piping & Instrumentation Diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
 - a. Level transmitters
 - b. Flow meters
 - c. Pressure transmitters
 - d. Online process control analyzers such as pH, ORP, Cl, etc.
 - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

D. Server and Networking Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
 - a. SCADA HMI (Human-Machine Interface)
 - b. DNS (Domain Name System)
 - c. DHCP (Dynamic Host Configuration Protocol) /STATIC
 - d. AD (Active Directory) and domain controllers
 - e. Expertise with Microsoft Server OS.
2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare (Virtual Machine)
 - a. Network design and configuration including the following
 - b. Layer 2 and 3 Switches
 - c. Routers
 - d. Checkpoint firewall systems
 - e. High availability systems
 - f. Network management software

7. BACKGROUND/SECURITY

A. SITE ADMINISTRATION

The Contractor(s) shall be responsible for all areas of the site used by them and by all subcontractors in the performance of the work. The Contractor(s) shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to County or others. The Contractor(s) shall have the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site (except County's employees) to observe the same regulations as Contractor requires of its employees.

B. SECURITY

The Contractor(s) shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals, and other unauthorized persons.

C. BACKGROUND CHECKS

1. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The point of contact for completed background checks is Orville Watson, Safety Administrator, Orange County Utilities Department.
2. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information 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.
3. Background checks and additional security requirements are addressed and detailed in the Scope of Service, under Section D, below. The Contractor is responsible for reading, understanding, and the application of all contract terms.

D. SECURITY AND IDENTIFICATION

1. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, 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. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

2. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
3. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
4. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the County's Representative.
5. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
6. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner 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. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
7. The Contractor shall not use employees of any temporary employment agency to supplement his workforce in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
8. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
9. The Contractor shall ensure all employees prominently wear the ID badge on the front of his/her uniform at all times while on County premises.
10. Access to a site must be coordinated through the County's Representative.

Y24-1021B, EXHIBIT B**FEE SCHEDULE FORM
RFP #Y24-1021-KC**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL HOURS</u>		<u>UNIT COST</u>		<u>ESTIMATED 5-YEAR TOTAL</u>
1.	Senior Project Manager	300	X	\$ <u>175.00</u>	X5 =	\$ <u>262,500.00</u>
2.	Project Engineer III	500	X	\$ <u>175.00</u>	X5 =	\$ <u>437,500.00</u>
3.	IT Network Analyst	200	X	\$ <u>175.00</u>	X5 =	\$ <u>175,000.00</u>
4.	Instrumentation Technician	1000	X	\$ <u>175.00</u>	X5 =	\$ <u>875,000.00</u>
5.	CAD Operator	40	X	\$ <u>120.00</u>	X5 =	\$ <u>24,000.00</u>
6.	Journeyman Wireman	200	X	\$ <u>145.00</u>	X5 =	\$ <u>145,000.00</u>
7.	HMI/PLC Programmer	2000	X	\$ <u>175.00</u>	X5 =	\$ <u>1,750,000.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>		<u>ESTIMATED 5-YEAR TOTAL</u>
8.	Parts and Equipment Mark-up or Discount for Materials Over Actual Cost (3 rd Party Invoice) or Manufacturer's List Price	\$ 50,000	X	<u>20%</u> <input checked="" type="checkbox"/> Mark-up <input type="checkbox"/> Discount	X5 =	\$ <u>300,000.00</u>
				(Bidder shall check <u>one</u>)		

For example:

If the mark-up is 10% your total should be $\$50,000 \times 1.10 \times 5 \text{ Years} = \$275,000$

If the discount is 10% your total should be $\$50,000 \times .90 \times 5 \text{ Years} = \$225,000$

ESTIMATED 5-YEAR TOTAL (ITEMS 1-8) \$3,969,000.00

SELECT ALL THAT APPLY (DOCUMENTATION SHALL BE ATTACHED WITH PROPOSAL WITHIN TAB 2 – QUALIFICATION OF FIRM:

- Siemens Solutions Partner
- Schneider Alliance Partner
- SCADA Integrator

Company Name: DSI Innovations LLC

Effective Date: April 28, 2025

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

AMENDMENT NO. 1

**CONTRACT #Y24-1021B
ORANGE COUNTY UTILITIES – SUPERVISORY CONTROL
AND DATA ACQUISITION (SCADA) SERVICES**

By mutual agreement, the contract is changed as follows:

- 1. The following provision is hereby incorporated into the contract.

ARTICLE 41 USE OF CONTRACTS BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this solicitation and subsequent contract award.

All other terms, conditions and prices remain unchanged.

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

DSI INNOVATIONS LLC

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

By: 



Print Name: Scott Huffman

Kris Collora, NIGP-CPP, CPPB, FCCM

Title: Dir. of Operations

Contracting Agent, Procurement Division

Date: 4/28/25

Date: 04/28/2025