

Grants & Contracts - Transmittal Memo

DATE: October 24, 2018

FROM: Purchasing Division, Contracts

TO: Brian Singleton

CONTRACT #: 11087

VENDOR: Montgomery Technology Systems, LLC

DESCRIPTION: #11087 Montgomery Technology Systems, LLC Contractual Services Agreement for equipment refresh plan and full service maintenance of touch screen and security systems at the Alachua County Correctional Facility RFP 09-396

APPROVED BY: Board of County Commissioners

APPROVAL DATE: October 23, 2018

RECEIVED ON: October 24, 2018

TERM START: October 23, 2018

TERM END: September 30, 2023

AMOUNT: NTE \$1,100,000.00

RFP/BID #: 09-396

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN
ALACHUA COUNTY AND MONTGOMERY TECHNOLOGY SYSTEMS, LLC
FOR EQUIPMENT REFRESH PLAN AND FULL SERVICE MAINTENANCE OF TOUCH
SCREEN AND SECURITY SYSTEMS AT THE ALACHUA COUNTY CORRECTIONAL
FACILITY**

This Agreement is entered into this 23rd day of October, 2018 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Montgomery Technology Systems, LLC, doing business at 23 Old Stage Road, Greenville, AL 36037 hereinafter referred to as "Contractor. Collectively, hereinafter, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued RFP 09-396 seeking qualified professionals to design and install a Jail Security system for the Alachua County Correctional Facility; and

WHEREAS, the Contractor was awarded RFP 09-396 and, in 2009, provided the design and installation of the Jail Security Camera and Touch Screen System (the "System") for the Alachua County Correctional Facility; and

WHEREAS, the Contractor was subsequent awarded a sole source bid to provide full service maintenance of the System; and

WHEREAS, the County has recently determined that the System requires upgrades and follow on maintenance service, and desires to employ the Contractor to provide the equipment upgrades and subsequent maintenance for the System at the Alachua County Correction Facility; and

WHEREAS, the Contractor is qualified to provide these services and pursuant to Section 22.12 of the Alachua County Purchasing Code, the procurement of the services to be provided by the Contractor are exempt from the County's formal bidding and request for proposal processes as they are considered a Sole Source procurement due to the need to integrate the upgrades into the existing proprietary equipment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective for five (5) year(s) beginning October 1, 2018 and continuing through September 30, 2023 (the "Term") unless earlier terminated as provided herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that

the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall furnish all labor, material, equipment, apparatus and perform all services covered by, the Scope of Services, attached hereto and incorporated by reference as **Exhibit 1**.
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described in Exhibit 1.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services, contained in **Exhibit 1**, actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid an amount that SHALL NOT EXCEED of ONE MILLION AND ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) (the "Contract Price") for the initial five (5) year Term of the Agreement, allocated in the following manner:
 - 4.1.1. Year 1:
 - 4.1.1.1. Equipment Upgrades: \$375,450.00 (Year 1 Upgrade Price)
 - 4.1.1.2. Payment and Performance Bonds for Upgrades: \$3,754.50
 - 4.1.1.3. Maintenance: \$49,920 billed in twelve (12) equal monthly invoices of \$4,160 per month.
 - 4.1.2. Year 2:
 - 4.1.2.1. Equipment Upgrades: \$285,720.00 (Year 2 Upgrade Price)
 - 4.1.2.2. Payment and Performance Bonds for Upgrades: \$2,857.20
 - 4.1.2.3. Maintenance: \$49,920 billed in twelve (12) equal monthly invoices of \$4,160 per month.
 - 4.1.3. Year 3:
 - 4.1.3.1. Maintenance: \$51,420 billed in twelve (12) equal monthly invoices of \$4,285 per month.
 - 4.1.4. Year 4:
 - 4.1.4.1. Maintenance: \$52,960 billed in eleven (11) equal monthly invoices of \$4,413.33 per month for the first eleven months and \$4,413.37 for the 12th month.
 - 4.1.5. Year 5

- 4.1.5.1. Equipment Upgrades: \$50,000.00 (Year 5 Upgrade Price)
- 4.1.5.2. Payment and Performance Bonds for Upgrades: \$500.00
- 4.1.5.3. Maintenance: \$54,550 billed in eleven (11) equal monthly invoices of \$4,545.83 per month for the first eleven months and \$4,545.87 for the 12th month.

4.1.6. As-Needed Services During initial five (5) year Term: The as-needed services described in Exhibit 1 may be requested by Critical Facilities Manager or designee by requesting a written quote from the Contractor that shall describe the scope of as-needed requested and the total price the Contractor will charge for performing said as-needed services. The Assistant Public Works Director or Public Works Director may approve written quotes that comply with this subsection provided said approval is in writing, signed by both the Contractor and the Assistant Public Works Director or Public Works Director, and will not cause the Contract Price to be exceeded.

4.2. As a condition precedent to being owed any payment under this Agreement, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works
ATTN: Critical Facilities
5620 NW 120th Lane
Gainesville FL 32653

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Montgomery Technology Systems, LLC
23 Old Stage Road
Greenville, AL 36037

4.4 Except as set forth in paragraph 4.1, above, no expenses will be paid under this Agreement.

5. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
- 5.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.3. The Contractor must provide certification, **Exhibit "2"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements.
- 5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Public Work Director
Alachua County Public Works

5620 NW 120th Lane
Gainesville, FL 32653

Contractor:

Montgomery Technology Systems, LLC
23 Old Stage Road
Greenville, AL 36037
ATTN: Patrick Skipper

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq., Clerk of the Court 12 SE 1 st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1 st Street Gainesville, Florida 32601 Attn: Contracts/Grants
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7. Default and Termination.

- 7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Assistant Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.
- 7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination. In the event of such Termination, Contractor's

recovery against County shall be limited to that portion of the Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. Project Records.

8.1. General Provisions:

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with Section 119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 8.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

8.2. Confidential Information:

- 8.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend,

indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

8.4. **Compliance** A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: bsingleton@AlachuaCounty.US PHONE: (352) 374-5245 ADDRESS: 5620 NW 120TH Lane, Gainesville, FL 32653

9 **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3A"**.

10 **Bonds.**

10.1 At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the improvements to the Project, the Contractor shall provide Owner with Payment and Performance bonds, in the amount of one hundred percent (100%) of the combined yearly Upgrade Price, in the form attached hereto as **Exhibits 4&5**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County deems the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover

the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

10.2 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any progress payments to the Contractor hereunder.

11. **Release of Liens.** It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as "EXHIBIT "6", or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Project, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as EXHIBIT "7", from all persons defined in s. 713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the project or the payment in question.

12 **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

13. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13 **Indemnification.**

13.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone

employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

13.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

13.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

13.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any

financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.

25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

27. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

28. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: [Signature]
Lee Pinkoson, Chair
Board of County Commissioners
Date: 10/23/2018

ATTEST:

[Signature]
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: [Signature]
Print: Timothy N. Skipper Jr.
Title: Vice President

MONTGOMERY TECHNOLOGY SYSTEMS, LLC

By: [Signature]
Print: John P. Skipper
Title: Vice President
Date: 10/12/18

IF INCORPORATED PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY OR A CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: SCOPE OF SERVICES

- A. This Agreement includes all labor and material to maintain the control, intercom and camera systems. MTS will provide preventative and corrective maintenance as part of the service contract. Preventative maintenance will include the replacement of obsolete components and systems according to the plan as described in the Equipment Refresh Plan section. Corrective maintenance includes repairing or replacing defective parts as they fail. In addition to preventative and corrective maintenance, MTS will also provide for the re-aiming/focusing of cameras as requested. The Agreement includes one (1) eight (8) hour trip per week. Travel hours are excluded and will not be counted toward hourly total of each trip. This Agreement shall include the following work:
1. Preventative monthly maintenance
 - 1.1 Checking the electronics for ground faults, loose connectors, power supply voltages, and wear and tear
 2. Corrective Monthly Maintenance
 - 2.1 The service representative will correct any problems related to the performance of the equipment covered under this Agreement.
 - 2.2 All parts/equipment warranted by this Agreement will be replaced as needed at no additional cost.
 3. Preventative Yearly Maintenance (Once a Year)
 - 3.1 Cleaning of the air filters for all actively cooled equipment related to the equipment covered in the Agreement. Cleaning of the internal components of computers and video visitation units related to the equipment covered in the Agreement.
 - 3.2 Cleaning of this equipment will be done either on the first monthly trip or last monthly trip depending on the initial first month equipment evaluation.
- B. Two (2) additional emergency service trips are included as part of this Agreement per year. Travel hours are excluded and will not be counted toward hourly total of each trip. These trips can be used at any point during the life of the Agreement. No reimbursement will be issued for unused emergency trips. Any service trips requested by the customer outside of the provided trips stated in this Agreement will be billed at a discounted rate of \$90.00 per hour plus travel time, mileage and expenses.,
- C. MTS provides free phone technical support during normal business hours to all customers for equipment provided and installed by MTS. After hours, technical support is provided at no charge to customers who have systems provided and installed by MTS under warranty or who have a service contract with MTS. When calling in for after-hours technical support, the MTS technician will request the job number from the caller before providing technical support.
- D. This service Agreement excludes remedy for damage or defect caused by abuse, acts of God, modifications not executed by MTS, software changes or upgrades not required to

address issues being experienced at this site, improper or insufficient maintenance, or improper operation.

E. Equipment Refresh Plan - Year 1

MTS will replace the existing Pelco Endura system with a Pelco Video Xpert (VX) system. This upgrade will include new viewing stations in Central Control, two (2) new system management servers and two (2) new accessory servers. The new servers will be configured so that one server is always acting as a hot standby for the primary server. The existing Pelco NSM5200s will be replaced with new VX storage servers. MTS will provide four (4) Pelco E1-VXS-96 storage servers. This will add approximately 150 TB of storage capacity to the system and will ensure that adequate storage capacity is available to store all recorded video for at least thirty (30) days even if one (1) storage server goes offline unexpectedly. Storage calculations are based on all cameras recording at their native resolution at thirty (30) FPS with cameras in inmate housing areas and on the exterior of the building recording continuously and all other cameras recording on motion with a 50% activity rate. MTS will integrate all existing IP cameras and encoders with analog cameras with the VX system. MTS will ensure that all system functionality is maintained on the VX system and MTI control system. The new IP cameras provided as part of this scope will be connected to the new VX system.

MTS will replace the existing viewing stations in all areas. The following viewing stations will be replaced:

1. Unit B
2. Unit C
3. Unit D – 1/2D
4. Unit D – 3D
5. Unit E – 1E
6. Unit E – Hallway 4E Duty Post
7. Unit E – 4E
8. Unit E – Hub
9. Unit W
10. Infirmary - Female
11. Infirmary - Male
12. Key Control
13. Kitchen
14. Loading Dock
15. Lobby
16. Booking In
17. Booking Out
18. Unit G – G1 Officer Station
19. Unit G – G2 Officer Station
20. Unit G – G3 Officer Station
21. Unit G – G4 Officer Station
22. Unit H – H1 Officer Station

- 23. Unit H H2 Officer Station
- 24. Unit H – H3 Officer Station
- 25. Unit H – H4 Officer Station
- 26. I Pod – Hub
- 27. I Pod – Officer Station 1
- 28. I Pod – Officer Station 2
- 29. I Pod – Officer Station 3

The existing viewing stations will be replaced with a new viewing station which will consist of one (1) HP 800 series computer, one (1) HP 22" monitor and one (1) CyberPower OL1500 UPS. MTS will load a copy of Pelco VX Ops Center software on each computer.

MTS will provide new HP 2930F series PoE switches as needed to accommodate the new IP cameras to be provided in year 2 of the plan. A new HP 3810M series switch will also be provided to replace the existing core switch. The existing fiber backbone will be reused as is.

MTS will provide new online UPSs to power all new head end equipment provided as part of this scope of work.

MTS will upgrade the existing control computers and software in Central Control, H Control, I Control, and the alarm logging computer in the main equipment room.

MTS will provide one (1) spare 2930F 48 port switch to be used in the event that a switch fails after the installation is complete.

At the completion of the installation of the VX system, MTS will provide three (3) days of onsite training on the Pelco VX system. Training will cover the maintenance, operation and administration of the system.

MTS will provide all decommissioned equipment to the County.

F. Equipment Refresh Plan - Year 2

MTS will replace all existing analog cameras in all areas. Cameras in inmate housing and recreation areas, lobby and on the building exterior will have a resolution of 2MP. Corner mount cameras provided in 4E cells will have a resolution of 3MP. All other cameras will have a resolution of 1MP. Pelco IMP221-1XX 2MP cameras and Pelco IMP121-1XX 1MP cameras will be provided for fixed camera locations. Pelco IBD329-1 3MP corner mount cameras will be provide in the twelve (12) cells in Pod 4E, three (3) cells in 2H (two (2) per cell), and four (4) cells in 5I. Pelco S6230-XX cameras will be provided for PTZ camera locations. Camera mounts will be provided as needed to accommodate the existing mount types. MTS will provide and install one hundred twenty (120) 2MP fixed cameras, one hundred thirty-six (136) 1MP fixed cameras, twelve (12) 3MP corner mount

cameras, and nine (9) PTZ cameras as part this scope of work. These counts include the addition of up to ten (10) new cameras in B and C Zones. All new cameras will be powered via PoE. Existing IP cameras will be reused as is. Camera call up functionality on the MTI control stations will be maintained with the new cameras.

MTS will pull out the existing RG59 coaxial cable and copper pair to each existing camera location. MTS will also pull out the existing RG59 coaxial cable (if applicable) to each existing viewing station. MTS will pull in CAT6 cable to replace the existing coaxial cable. The CAT6 cable will be terminated on patch panels at the head end rack and will be certified prior to the installation of the new cameras.

MTS will aim and focus all new cameras with the Facility as the cameras are brought online in each area.

MTS will provide five (5) 2MP fixed cameras, five (5) 1MP fixed cameras, one (1) 3MP corner mount camera, and one (1) 2MP PTZ camera as spares. The spares will be used to replace defective cameras after the installation as part of the maintenance plan. MTS will replenish the spare inventory as cameras are used. MTS will also provide twenty (20) spare dome covers. Scratched or damaged dome covers will be replaced as needed by MTS.

MTS will provide all decommissioned equipment to the County.

G. Equipment Refresh Plan - Year 3

MTS will provide preventative and corrective maintenance and camera aiming/focusing for all systems provided by MTS. Preventative maintenance will include the planned replacements of all computer based equipment (i.e. viewing station computers, recording servers, etc.) based on a five (5) year refresh plan.

H. Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS):

MTS shall ensure adequate staffing is available to meet the terms of this section to carry out the scope of the agreement throughout the full duration of the agreement. MTS shall comply with all FBI CJIS requirements. All personnel who will be working in secure areas of the Alachua County Correctional Facility shall complete the minimal screening requirements established by the FBI CJIS Security Policy to ensure the continuity of information protection. For unescorted access, each individual shall successfully complete an online security awareness training presentation and be processed through a state and national fingerprint based record check.

As a matter of policy all individuals with a felony arrest resulting in a conviction including adjudication withheld will be disqualified. Individuals with a record of misdemeanor offense(s) will be reviewed and may be granted access, as long as it is determined the nature or severity of the misdemeanor offense does not compromise the protection of criminal justice information. An individual with access and subsequently

arrested and or convicted, will have unescorted access immediately suspended pending further review.

EXHIBIT 2: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Montgomery Technology Systems, LLC
23 Old Stage Road
Greenville, AL 36037
800-392-8292
Point of Contact: Patrick Skipper

Project Description: Equipment Refresh Plan & Full Maintenance Service for Alachua County Jail Security System

ATTEST

By: Timothy N. Skipper Jr.
Print: Timothy N. Skipper Jr.
Title: Vice President

CONTRACTOR

By: John P. Skipper
Print: John P. Skipper
Title: Vice President
Date: 10/12/18

IF INCORPORATED PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY OR A CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 3: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

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 \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

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.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is

provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 3-A: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance, Inc. 3300 Gatsby Ln Montgomery AL 36106	CONTACT NAME: Bobby Grubbs/Phyllis Parker PHONE (A/C, No, Ext): 334-277-8970 E-MAIL ADDRESS: p.parker@thomins.com FAX (A/C, No): 334-271-0491
INSURED MONTT-2 Montgomery Technology Systems, LLC 23 Old Stage Road Greenville AL 36037	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company INSURER B: The Charter Oak Fire Insurance Co INSURER C: Travelers Indemnity Company INSURER D: PHOENIX Insurance Company INSURER E: INSURER F:
	NAIC # 37540 25615 25666 25623

COVERAGES

CERTIFICATE NUMBER: 928747174

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		4K193635	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		9J898076	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		4K193832	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4K19352A - All States	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology Professional Liability			V14E0E170401	2/17/2018	2/17/2019	Aggregate Ded 3,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leased / Rented Equipment
Carrier: Charter Oak Fire (Travelers)
Policy # 4K193635
Policy Dates 01/01/2018 - 01/01/2019
Per Item Limit \$1,000,000
Deductible \$2,500
Re: Equipment Refresh Plan and Full Service Maintenance of Touch Screen and Security Systems at the Alachua County Correction Facility
The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Public Work Director
Alachua County Public Works
5620 NW 120th Lane
Gainesville FL 32653

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: MONTT-2

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Thompson Insurance, Inc.		NAMED INSURED Montgomery Technology Systems, LLC 23 Old Stage Road Greenville AL 36037
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations, as required by written contract. Coverage provided the Additional Insureds is Primary and Non-Contributory. 30 Days Notice of Cancellation, 10 Days for Non Payment of Premium.

EXHIBIT 4: FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE:

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 5: FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE:

SEAL

PRINTED NAME AND TITLE:

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain General Construction Contract # _____ ("Contract") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid or RFP # _____, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ _____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ _____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.(6)

Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Contract.

SIGNITURE ON FOLLOWING PAGE

Contractor:

By: _____

Its: _____

Date: _____

[Corporate Seal]

Witnesses

STATE OF _____

EXHIBIT 7: FORM OF FINAL PAYMENT BOND WAIVER

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: Montgomery Technology Systems, LLC

PROJECT: Contract # _____ ("Contract") for labor, materials, and services for Bid or RFP
_____ Alachua County _____

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant: _____

By: _____

(Name)

Title: _____
(Print Title)

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____.

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced:

SOLE SOURCE (SS) CERTIFICATION FORM

VENDOR NAME: **Montgomery Technology Solutions, LLC (MTS)**

COMMODITY: Jail Security System Controls, Camera System, Hardware, Upgrades and Maintenance

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION IF NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICES).

SOLE SOURCE CERTIFICATION:


1. ☐ PARTS/EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER - NOT AVAILABLE THROUGH DISTRIBUTORS. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
2. ☐ ONLY AUTHORIZED AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
3. ☒ PROPRIETARY ITEM/SERVICE (EXPLAIN BELOW)
4. ☒ PARTS/EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (EXPLAIN BELOW)
5. ☐ THIS IS THE ONLY KNOWN ITEM/SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (EXPLAIN BELOW)
6. ☒ PARTS/EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO PROVIDE STANDARDIZATION (EXPLAIN BELOW)
7. ☐ NONE OF THE ABOVE APPLY. EXPLANATION FOR SOLE SOURCE REQUEST IS DETAILED BELOW:

COMMENTS/EXPLANATIONS: The current system competitively Bid in 2009 under RFP #09.396 and Sole Sourced thereafter for maintenance, upgrades, and innovations as required by the federal and state systems.

The majority of the system is obsolete (analog) and must to be upgraded (digital) to maintain reliable interaction with any government agency.

MTS is the only distributor in the State registered and certified to service, repair and supply parts for MTI control systems. Per the attached, this is the most cost effective and efficient way to upgrade the system.

THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED:  Digitally signed by
Ramon D. Gavarrete, P.E.
Date: 2018.09.13 12:12:06
-04'00'
DEPT/DIV: Public Works
DEPARTMENT DIRECTOR: Ramon D. Gavarrete, P.E.

APPROVED: 
PURCHASING MANAGER

DATE: 10/2/2018

APPROVED: 
ASSISTANT COUNTY MANAGER, BUDGET & FISCAL SERVICES

DATE: 10/2/18

****PURCHASE OVER \$50,000**

APPROVED: 
Chairperson OF THE BOARD

DATE: 10/23/18



Sensible, Reliable Installations and Service

August 23, 2018

Subject: Alachua County Jail Upgrades and Service Contract
Sole Source Letter

To Whom It May Concern,

As part of a service contract proposal, Montgomery Technology Systems, LLC (MTS) has proposed an upgrade of the existing Pelco camera system at the Alachua County Jail. The existing security electronic system at the jail is comprised of a Pelco Endura system and Montgomery Technology, Inc. (MTI) control and intercom system. The systems are fully integrated in order to provide the control staff efficient control and complete awareness of the facility. A key feature of the integrated system is camera call-up functionality. The MTI control system automatically pulls up cameras based on intercom call-ins. The upgraded camera system will maintain the camera call-up functionality with the existing MTI control system. To replace the existing control system, it would cost an estimated \$400,000. The upgraded camera system will also be fully compatible with the existing Pelco NET5516 encoders and Pelco IMP and IM series cameras. To replace the existing encoders and IP cameras, it would cost an estimated \$100,000. In addition to the costs associated with replacing the existing control system, encoders and IP camera, the facility would experience significant downtime if the systems were fully replaced.

MTI is the sole source manufacturer of the MTI control system and its components. MTS is the only certified MTI integrator in the state of Florida.

If you have any questions, or would like further information, please do not hesitate to call us.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Skipper", is written over a horizontal line.

Patrick Skipper, PE, RCDD
Vice President