

RECEIVED
CONTRACT MANAGEMENT

CHANGE ORDER APPROVAL FORM

2011 APR 19 PM 1:53

PROJECT: Camera System Upgrade
Nassau County Detention Center

CHANGE ORDER NUMBER: 01

DATE: 03/25/11

CONTRACT NUMBER: P.O.# 2010-348

TO CONTRACTOR: SimplexGrinnell

Reason for Change Order: Additional equipment for the CCTV project as requested by the County (see attached quotation).

Original Contract Sum.....	\$	<u>165,730.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>165,730.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>31,984.00</u>
New Contract Sum Including this Change Order.....	\$	<u>197,714.00</u>

REQUESTED BY: Daneel Smea
Project Manager/Department Head

DATE: 4-16-2011

APPROVED BY: Charlotte Young
Contract Management

DATE: 4-19-11

APPROVED BY: Shirley
Office of Management & Budget

DATE: 4.25.11

APPROVED BY: Ted Selby
Ted Selby, County Manager

DATE: 4/25/11

APPROVED BY: David Hallman
David Hallman, County Attorney

DATE: 5-9-11

APPROVED BY: Walter J. Boatright
Walter J. Boatright, Chair

DATE: 5-9-11

APPROVED BY: John A. Crawford
John A. Crawford, Clerk of Courts

DATE: 5/10/11

EBK
5/10/11

Account No.: 01072523-564002 -DCCAM

SimplexGrinnell

BE SAFE.

10255 Fortune Pkwy
Ste 120
JACKSONVILLE, FL 32256-0000
(904) 486 1200
FAX: (904) 363 0674
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Nassau County Jail
76212 Nicholas Cutinha Ro
YULEE, FL 32097-0000
Attn: BILL HOWARD

Project: NASSAU COUNTY ADDITIONS
Customer Reference:
SimplexGrinnell Reference: 264411747
Date: 04/25/2011
Page 1 of 6

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Comments

NASSAU COUNTY CCTV ADDITION:

1. ADMIN AREA ROOM 173:

Room 173 beside medical mounted on the back wall to view room and door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1052.00

2. CENTRAL BOOKING WAITING ROOM:

Behind Central booking to see Hallway by waiting room

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1052.00

3. CENTRAL BOOKING HALLWAY DOORS:

Short hallway behind Central booking to see doors

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1202.00

4. HOUSING 8300:

8300 Big POD one by the staircase

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell Quotation

Comments (continued)

\$1302.00

5. HOUSING 8200 CELL DOORS:

Right beside passage to 8200 through door to view cell doors

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1302.00

6. C100 DOOR BY SHOWERS

C-100 mount in corner by showers looking at door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1302.00

7. D-3 SHOWER TOWARD DOOR:

D-3 looking at shower back towards door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1502.00

8. HALLWAY VIEW INTO SGT'S OFFICE

Inside D-3 adjacent to the green mile in front of the sgt's office to view into sgt's office

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1502.

9. EXTERIOR PTZ VIEWING DOG PEN:

Exterior PTZ camera Behind Bill's office viewing the adjacent road to view Dog Pen.

1 SVFT-UWM WALLMOUNT FOR SVFTS

1 SVFT-W35 PTZ DOME OUTDOOR 35X WDR

1 S28WPS-1 POWER SUPPLY FOR OUTDOOR SVFTS

Cable, labor, and programming

\$3676.00

10. KITCHEN MONITOR TO VIEW 4 CAM

Add a monitor in the kitchen to view the 4 kitchen cameras

1 V5400QS REAL TIME QUAD SPLIT

1 VM-620LCD 20: FLAT PANEL MONITOR

1 MONITOR MOUNT

Cable, labor, and programming

SimplexGrinnell Quotation

Comments (continued)

\$2048.00

11. SGT. CREWS WORKSTATION LICENSE

1 VN-WS-SW VN 5.0 WORKSTATION SOFTWARE

\$750.00

12. ADDITIONAL STORAGE

12.3TB SAN RAID INSTALLED IN THE EXISTING RACK

1 VN-SAN-14-1000 12.3 TB

Cable, labor, and programming

\$15,294

TOTAL PURCHASE PRICE IS \$31,984.00

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's Insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
 - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
 - Provide Company access to any system(s) to be serviced,
 - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
- 9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SimplexGrinnell

BE SAFE.

Project: NASSAU COUNTY ADDITIONS
 Customer Reference:
 SimplexGrinnell Reference: 264411747
 Date: 04/25/2011
 Page 6 of 6

SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. **Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. **Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to microbacterially induced corrosion ("MIC?)), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. **Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

©2006-8 SimplexGrinnell LP. All rights reserved.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained here including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:	Accepted By: (Customer)
10255 Fortune Pkwy Ste 120 JACKSONVILLE, FL 32256-0000 Telephone: (904) 488-1200 Fax: 978-571-1568	Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
Representative: Jennifer A. Webb	
Email: jenwebb@simplexgrinnell.com	

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: SimplexGrinnell
Address: 10255 Fortune Parkway Suite 120
Jacksonville, Fl 32256
Phone: 904-486-1200
Contact Name: Jennifer Webb

Department: Facilities Maintenance
Department Head Signature: *Danell J. Miller*
Date: April 19, 2011
Account: 01072523-564002-DCCAM

Description of Commodity:
Supply and install additional camera's, cable, mounting kits and power supply units.

Check one (1) of the following two (2) choices:

- Sole Source: The required goods or services can only be procured from one vendor.
- Single Source: The required goods or services can be purchased from multiple vendors, but in order to meet certain functional or performance requirements only one economically feasible source exists.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)
Additional cameras and storage capacity are requested due to blind spots in several areas.

Approval:
J. Kelly 4/25/11
County Manager Date

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
NOTES OF REGULAR SESSION, APRIL 11, 2011

4:00 p.m. Executive Closed Session

1. No action taken.

6:00 p.m. Regular Session

1. Approved Tabs A, D, E, G, H, and J.
2. Tab B - Approved request from the North Florida Bicycle Club to use the Yulee Sports Complex and Burney Park as rest areas for the 2011 Tour de Forts Bike Ride scheduled for Sunday, May 15, 2011 and provide updated hold harmless agreements with the correct date.
3. Tab C - Authorized the Chairman to sign a letter of support for the Barnabas Center's planning grant application and approve recommendation as presented by the Vision in Action (VIA) Committee.
4. Tab F - Continued to April 20, 2011 consideration of Board minutes from the special session held on March 14, 2011.
5. Tab I - Continued to April 25, 2011 discussion of request from the Town of Hilliard for the County to assume maintenance responsibility for the flasher at US1 and Eastwood Road in order for the Public Works Director to bring back additional information.
6. Tab K - Approve (1) a Resolution amending the adopted Five-Year Capital Improvement Plan (CIP) in compliance with adopted Financial Policies Section V, Capital Improvement Policy 5.8 of Resolution No. 2010-156, and, pursuant to the Impact Fee Ordinance, Ordinance 87-17, as amended, extending for three years the date to refund Impact Fees shown as a funding source for projects in the first three years of the CIP; providing an effective date; and (2) associated budget transfers and amendments attached.
7. Expansion Item - Approved to rescind the award to Hayward Construction Group made March 14, 2011; authorize Contract Management to send to Hayward Construction written notice of termination of the agreement, Contract Tracking No. CM1724; and authorize Contract Management to issue revised Notice of Intent to Award to Hayward to all bidders.
8. Expansion Item - Approved to schedule meeting of the Amelia Island Joint Local Planning Agency for May 12, 2011 at 6:00 p.m. at the Commission Chambers.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
76347 Veterans Way
Suite 4000
Yulee, FL 32097

Koll
Purchase Order

Fiscal Year 2010 Page 1 of 0

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **10000348-00**

CM 492

**B
I
L
L
T
O**

001
NASSAU COUNTY BOARD OF COMMISS
76347 VETERANS WAY STE 1010
YULEE FL 32097

STATE SALES TAX CERTIFICATION NUMBER:
85-8012559204C-5
FEDERAL IDENTIFICATION NUMBER:
59-1863042

**V
E
N
D
O
R**

SIMPLEXGRINNELL, LP
10255 FORTUNE PARKWAY
BUILDING 500
JACKSONVILLE FL 32206

**S
H
I
P
T
O**

MAINT-DETENTION CENTER
FERNANDINA BEACH FL 32034

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
904-786-7197								MAINT-DETENTION CENTER	
02/26/2010		6898							
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price				
1	CAMERA SYSTEM UPGRADE AS PER BID# NC09-035	1.0	EA	\$165,730.000	\$165,730.00				
<p>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading</p> <p>***** GL SUMMARY *****</p> <p>01072523 - 564002 - DCCAM 165,730.00</p> <p>Increase PO in the amount of \$ 31,984.00</p> <p>* <i>Daniel Salmo</i> 4-16-2011</p> <p><i>Shulz</i> 4-25-11</p> <p><i>OK Salmo</i> 4-25-11</p> <p>10/11 (Roll over)</p>									
				Inv	- 99,765.95				
				40188460	65,964.05				
				40200504	- 1320.16				
				40210211	50,283.06				
				40219855	14,360.83				
					8,028.46				
					6,332.37				

RECEIVED IN GOOD ORDER
BY: *Daniel Salmo*

DATE _____

PO Total \$165,730.00

BOCC Agenda Item

Detention Center-Camera System Upgrade - Awarding of Bid NC09-035

D
0019
10 JAN 11 PM 3:52

Agenda Request For: February 10, 2010

Department: Building Maintenance Department

Background: Due to deficiencies in coverage in the existing camera system, the Board of County Commissioners budgeted for an upgrade to the system including additional cameras, video storage, and software to enable Sheriff's staff at the facility to provide better security of the facility. PELCO equipment was sent out as the specification for this project with the statement that we would consider alternate equipment provided that the vendor show that the system has the same capabilities for storage and all other functions and are capable of being integrated with the existing Montgomery Technology door control system for camera call up at each intercom. Bids were received as of Oct. 22, 2009. Bid Tabulation is as follows.

- **Bodie Electrical Contractors- \$152,240.00** – After review of the bid and follow up on qualifications and references there were significant concerns with this vendor. He stated in his bid package that he would use no subcontractors, when reviewing his qualifications I contacted PELCO'S area manufacturer representative to ensure they have staff certified to install the PELCO system that they bid. Per the manufacturer rep., they are not certified. When questioned they stated that they intended to use a certified subcontractor for this portion of the work. Their references also did not show that they had performed an install of this type of system before. They also failed to disclose the fact that they had filed bankruptcy in the bid documents as required. An outside source provided documentation to Contract Management of this and per Contract Management, it has been confirmed that they had indeed filed bankruptcy within the last year. They had submitted the bid package early and did not check for updates prior to the bid closing which resulted in them not including two of the addendums to the package that they sent after the fact when contacted by contract management. In short, after discussion of the bid with Contract Management and review of performance of this vendor by reference and financial background we do not believe it to be in the best interest of Nassau County to award Bodie Electrical Contracting the bid for NC09-035.
- **Simplex Grinnell, LP. - \$165,730.00** – This vendor submitted an alternate product line in their bid. They bid based on VICON equipment as an equivalent product. I have had the PELCO representative review the VICON model #s submitted as a comparison to the specified PELCO equipment. I then submitted the review by PELCO to the VICON representative for his rebuttal of the issues as stated by the PELCO representative. I have reviewed both products and after review, I do not find any of the differences that are listed to be significant enough to affect the functionality of the system in the environment that they will be installed in. There is also the consideration that the manufacturer has service centers in the state of Florida, and the fact that Simplex as the installer and service provider has been in business for over 100 years. After close review, the Simplex bid appears to meet the needs of the facility. The VICON system has also been integrated with MTI door controls at other facilities. I have also received a written statement from Simplex stating that they and the VICON manufacturer will ensure the integration will be completed at no additional charge.

APPROVED BOCC

DATE 2/10/10 BKA

BOCC Agenda Item

- Montgomery Technology Systems - \$169,209.90 – After review of the bid this vendor meets all of the criteria for the bid.
- Tutela Inc. - \$176,500.00 – This vendor bid an alternate equipment type to the specified PELCO. They bid based on a Panasonic brand equipment. Upon review of the specification sheets provided by the vendor in his bid the cameras bid are of a lower resolution than the PELCO models specified.
- Jacksonville Sound and Communication, Inc. - \$220,719.00 – This vendor appears to meet all of the criteria for the bid specifications.
- Johnson Controls, Inc. - \$237,465.00 – This vendor appears to meet all of the criteria for the bid specifications.
- Life Safety Designs, Inc. – \$390,867.00 – This vendor appears to meet all criteria of the bid specifications.
- Chipman Services, Inc – No Bid.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Annual Preventative Maintenance and Comprehensive Service Contract. - \$ 11,757.28

Action requested and recommendation: Request the Board to award bid NC09 – 35 to Simplex Grinnell in the amount of \$165,730 for the Detention Center -Camera System Upgrade.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 01072523-564002 ~~DCRAM~~ \$165,730.00

Reviewed by:	<u>Print Name:</u>	<u>Signature & Date:</u>
Department Head	<u>Daniel Salmon</u>	<u><i>Daniel Salmon</i> 1-8-10</u>
County Coordinator	<u>Ed Sealover</u>	<u><i>[Signature]</i> 1/12/10.</u>
Office of Management and Budget	<u>Ted Selby</u>	<u><i>Selby</i> 1/13/10</u>
Legal	<u>David Hallman</u>	<u><i>[Signature]</i> 1/26/10</u>
Clerk/Comptroller	<u>John A. Crawford</u>	<u>_____</u>

revised 11/08

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
706814

PRODUCER

Marsh, Inc.
1166 Avenue of the Americas
New York, NY 10036
Telephone (212) 345-5000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: All South Insurance Co.
COMPANY B: Commerce & Industry Ins Co
COMPANY C: Fireman's Fund Insurance Company
COMPANY D: Illinois National Insurance Co.
COMPANY E: Insurance Company of the State of PA
COMPANY F: Nat'l Union Fire Ins Co of Pittsburgh, PA
COMPANY G: New Hampshire Ins. Co.

INSURED

SimplexGrinnell, LP
10255 Fortune Parkway
Building 500, Suite 120
Jacksonville, FL 32256
United States

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMITS			
G	GENERAL LIABILITY	GL 090-73-63 (Primary GL)	10/1/2009	10/1/2010	GENERAL AGGREGATE	\$2,000,000.00		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL				PRODUCTS - COMP/OP AGG	\$2,000,000.00		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCU				PERSONAL & ADV INJURY	\$1,000,000.00		
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S				EACH OCCURRENCE	\$1,000,000.00		
					FIRE DAMAGE (Any one fire)	\$1,000,000.00		
					MED EXP (Any one person)	\$10,000.00		
F	AUTOMOBILE LIABILITY	CA 091-93-98 (MA)	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT	\$1,000,000.00		
	<input checked="" type="checkbox"/> ANY AUTO	CA 091-93-97 (VA)	10/1/2009	10/1/2010				
	<input checked="" type="checkbox"/> HIRED AUTOS	CA 091-93-96 (AOS)	10/1/2009	10/1/2010				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A B D E F F G G G	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 060-16-8747 (CT,GA,PA,SC)	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <table style="display: inline-table; border: none; vertical-align: middle;"> <tr> <td style="border: none;">OTHE</td> <td style="border: none;">R</td> </tr> </table>	OTHE	R	
		OTHE	R					
		WC 060-16-8741 (FL)	10/1/2009	10/1/2010		EL EACH ACCIDENT	\$2,000,000.00	
		WC 060-16-8744 (MI)	10/1/2009	10/1/2010		EL DISEASE-POLICY LIMIT	\$2,000,000.00	
		WC 060-16-8745 (AR,MA,VA)	10/1/2009	10/1/2010		EL DISEASE-EACH	\$2,000,000.00	
		WC 060-16-8742 (OR)	10/1/2009	10/1/2010				
		WC 060-16-8740 (CA)	10/1/2009	10/1/2010				
		WC 060-16-8748 (AOS)	10/1/2009	10/1/2010				
WC 060-16-8743 (TX)	10/1/2009	10/1/2010						
	WC 060168746 (ND,NY,OH,WA,WI,WY)	10/1/2009	10/1/2010					
	EXCESS LIABILITY				GENERAL AGGREGATE			
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				PRODUCTS - COMP/OP AGG			
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE			
C	OTHER							
	Builder's Risk/Installation/Contract Works	OC 9112860	5/1/2009	5/1/2010	USD \$1,000,000.00 per jobsite			
	Rental Equipment/Contractor's Equipment	OC 9112860	5/1/2009	5/1/2010	USD \$1,000,000.00 per jobsite			
	Blanket Transit	OC 9112860	5/1/2009	5/1/2010	USD \$1,000,000.00 per conveyance			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project: NASSAU COUNTY

CERTIFICATE HOLDER

NASSAU COUNTY DETENTION CENTER
96135 NASSAU PLACE, SUITE 6
YULEE, FL 32097
United States

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

David Kong
MARSH USA INC, BY:
David Kong, Casualty Program

Franklin W. Hallock
Franklin Hallock, Global Marine
Transit Program

VALID AS OF: 10/22/2009

Suzie Fontes

From: Charlotte Young
Sent: Friday, February 12, 2010 8:21 AM
To: Suzie Fontes
Cc: Tammy Conley
Subject: FW: Notice of Intent to Award_02/10/10
Attachments: NassauCountyCertificateofInsurance-{A9E85DD8-19AB-4FFD-9B78-B6916C88C565}.pdf

When you send the purchase order, be sure to state that the issuance of the purchase order services as their Notice to Proceed. Also be sure that the requisition/purchase order referenced the the purchase order is pursuant to the terms and conditions of the ITB NC09-035, as awarded by the Board on 02/10/10

Thanks!

From: Webb, Jennifer [mailto:JenWebb@simplexgrinnell.com]
Sent: Thursday, February 11, 2010 12:42 PM
To: Charlotte Young
Subject: RE: Notice of Intent to Award_02/10/10

Charlotte,

Please see attached Certificate of Insurance. Please let me know if you need any further information. I can mail you an original as well.

When you issue the Purchase order, can you send a copy electronically in addition to the original mailed?

Sincerely,

Jennifer Webb

SimplexGrinnell

BE SAFE.

A business unit of Tyco Fire & Security

Off (904) 486-1206

Cell (904) 476-1758

Fax (904) 363-0674

E-FAX 978-571-1568

JenWebb@simplexgrinnell.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE: The information contained in this electronic mail is confidential information intended only for the use of the entity or individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, retransmission, or copying of this message is strictly prohibited. If you have received the message in error, please notify me immediately by reply transmission

From: Charlotte Young [mailto:cyoung@nassaucountyfl.com]
Sent: Wednesday, February 10, 2010 2:38 PM
To: Webb, Jennifer
Subject: RE: Notice of Intent to Award_02/10/10

One thing that I know I will need is your Certificate of Insurance, naming Nassau County as an additional insured. I'll let you know if there is anything else.

2/12/2010

tyco

Fire &
Security

SimplexGrinnell

SimplexGrinnell LP
10255 Fortune Parkway,
Suite 120
Jacksonville, FL 32256
Tele: (904)486-1200
www.simplexgrinnell.com

October 23, 2009

Charlotte J. Young CPPB
Contract Manager
Nassau County Contracting Department
96135 Nassau Place Suite 6
Yulee, FL 32097

RE: BID EVALUATION FOR ITB No BID NUMBER NC09-035, NASSAU COUNTY DETENTION CENTER CAMERA SYSTEM UPGRADE.

Based on the Bid opening that I attended yesterday, I understand that a committee will be reviewing the bids that were submitted to determine the award within the next two weeks.

We understand that the basis of award is to be to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications.

We clearly understand the project requirements, have the required resources to handle the project in a timely manner, and have delivered the lowest responsive price to Nassau County for this project.

We also understand that Nassau County reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County. Nassau County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.

We are confident that Simplex Grinnell bid response will best serves the interest of the County.

We also understand that the experience of the bidder must have a proven track record in the specific performance of CCTV integration with Montgomery Technologies system or equivalent, providing qualified references, and confirmation of bidder's qualifications.

CCTV and Security integration within correctional facilities is a core part of our business and have successfully completed many projects equal not only in size but equal to the scope of work to be performed.

Other factors such as the financial stability of the company, and the ability to perform service for the installed system are important key factors as well.

Simplex Grinnell, is a part of Tyco International giving us the financial strength to manage your project, with the trained staff to service your system today and in the future.

Charlotte Young

From: Webb, Jennifer [JenWebb@simplexgrinnell.com]
Sent: Friday, October 23, 2009 1:09 PM
To: Charlotte Young
Subject: BID EVALUATION FOR ITB No BID NUMBER NC09-035, NASSAU COUNTY DETENTION CENTER CAMERA SYSTEM UPGRADE.
Attachments: NASSAUCOUNTYEVALUATIONLetter.pdf

Charlotte,

Please see attached letter regarding the **BID EVALUATION FOR ITB No BID NUMBER NC09-035, NASSAU COUNTY DETENTION CENTER CAMERA SYSTEM UPGRADE.**

<<NASSAUCOUNTYEVALUATIONLetter.pdf>>

Sincerely,

Jennifer Webb

SimplexGrinnell

BE SAFE.

A business unit of Tyco Fire & Security

Off (904) 486-1206

Cell (904) 476-1758

Fax (904) 363-0674

E-FAX 978-571-1568

JenWebb@simplexgrinnell.com



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Camera System Upgrade – Nassau County Detention Center	
Bid Number: NC09-035	
Requesting Department: Building Maintenance	Bid Contact: Charlotte J. Young, Contract Management
Address: 96135 Nassau Place, Suite 6 Yulee, Florida 32097	Contact Information: 904-491-7377 Fax: 904-321-2658 cyoung@nassaucountyfl.com
Bid Due Date or Closing Date/Time: Thursday, October 22, 2009 @ 2:00 PM	Bid Opening Date/Time: Thursday, October 22, 2009 @ 2:05 PM
Location to Deliver Bid: John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: Simplex Grinnell, LP		
Business Address: 10255 Fortune Parkway, Suite 120, Jax, Fl. 32256		
Phone Number: 904-486-1200	Fax Number: 904-363-0674	E-Mail Address: jenwebb@simplexgrinnell.com
Nassau County Occupational License Number: 329890000 (see enclosed)		
Contractor's Florida License Number (as applicable): EF0000131 (See enclosed)		
Authorized Signature (manual): 	Date: October 21, 2009	
Printed Signature: Keith Ball	Title: Service Manager	

BIDDER DECLARATION / ACKNOWLEDGMENT

1. Bids will be opened and publicly read aloud by a representative of the Clerk's Office in the Clerk's Small Conference Room #2-064 (76347 Veterans Way, Yulee, FL 32097) on the appropriate date and time as shown above. All bid openings are open to the public. Interested parties are welcomed to attend the bid openings.
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
5. **THERE WILL BE NO PRE-BID CONFERENCE FOR THIS BID.**

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

tyco

*Fire &
Security*

SimplexGrinnell

SimplexGrinnell LP
10255 Fortune Parkway,
Suite 120
Jacksonville, FL 32256

Tele: (904)486-1200
www.simplexgrinnell.com

October 21, 2009

SimplexGrinnell understands that Nassau County Detention Center have a critical need to protect inmates, employees, visitors, and property throughout the facility. We understand that Nassau County Detention Center is seeking a provider for a Turnkey installation of a CCTV system fully integrated to the existing Montgomery Technologies system. Our team has extensive experience supporting systems integration and is confident that we can meet the needs of this project.

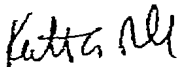
Our team is able to commit a wide range of resources to support this important effort. SimplexGrinnell has the products, skills, technology, and expertise required to ensure a successful project. We design, assemble, test, service, and monitor a complete line of CCTV systems. SimplexGrinnell equipment is installed in a wide range of facilities throughout the world. Our customers have relied on SimplexGrinnell personnel and technology to protect thousands of lives and millions of dollars worth of equipment.

We understand the need for a responsive local organization to provide installation support and service throughout the years to come. Our Jacksonville District office is located in close proximity to the Nassau County Detention Center. Our team will ensure that the necessary resources are available to support this important project. Our office will also provide comprehensive training for all related personnel. We offer to work with Nassau County personnel to plan our installation. These benefits will ensure that our CCTV equipment is designed, installed, and serviced efficiently and properly.

We have designed the most cost-effective and comprehensive solution to meet your needs and will provide an IP based system that maximizes system flexibility and expandability that will fully integrate with the existing Montgomery Technology door control system.

With an experienced, flexible staff of professional personnel already in place, our team is prepared to move swiftly to ensure that we meet critical objectives. We pledge our full support to the successful execution of this installation.

Sincerely,



Keith Ball
District Service Manager

SimplexGrinnell Quotation

TO:
Nassau County Jail
76212 Nicholas Cutinha Ro
YULEE, FL 32097-0000
Attn: BILL HOWARD

Project: NASSAU COUNTY ADDITIONS
Customer Reference:
SimplexGrinnell Reference: 264411747
Date: 04/25/2011
Page 1 of 6

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Comments

NASSAU COUNTY CCTV ADDITION:

1. ADMIN AREA ROOM 173:

Room 173 beside medical mounted on the back wall to view room and door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1052.00

2. CENTRAL BOOKING WAITING ROOM:

Behind Central booking to see Hallway by waiting room

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1052.00

3. CENTRAL BOOKING HALLWAY DOORS:

Short hallway behind Central booking to see doors

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1202.00

4. HOUSING 8300:

8300 Big POD one by the staircase

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

SimplexGrinnell Quotation

Comments (continued)

\$1302.00

5. HOUSING 8200 CELL DOORS:

Right beside passage to 8200 through door to view cell doors

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1302.00

6. C100 DOOR BY SHOWERS

C-100 mount in corner by showers looking at door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1302.00

7. D-3 SHOWER TOWARD DOOR:

D-3 looking at shower back towards door

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1502.00

8. HALLWAY VIEW INTO SGT'S OFFICE

Inside D-3 adjacent to the green mile in front of the sgt's office to view into sgt's office

1 V910A-NR SURFACE MOUNT DOME CAM 3.3-12

1 S24WPS-1 POWER SUPPLY 24VAC 2AMPS

1 V910-ICH IN-CEILING MOUNT KIT FOR V910S

Cable, labor, and programming

\$1502.

9. EXTERIOR PTZ VIEWING DOG PEN:

Exterior PTZ camera Behind Bill's office viewing the adjacent road to view Dog Pen.

1 SVFT-UWM WALLMOUNT FOR SVFTS

1 SVFT-W35 PTZ DOME OUTDOOR 35X WDR

1 S28WPS-1 POWER SUPPLY FOR OUTDOOR SFVTS

Cable, labor, and programming

\$3676.00

10. KITCHEN MONITOR TO VIEW 4 CAM

Add a monitor in the kitchen to view the 4 kitchen cameras

1 V5400QS REAL TIME QUAD SPLIT

1 VM-620LCD 20: FLAT PANEL MONITOR

1 MONITOR MOUNT

Cable, labor, and programming

SimplexGrinnell Quotation

Comments (continued)

\$2048.00

11. SGT. CREWS WORKSTATION LICENSE

1 VN-WS-SW VN 5.0 WORKSTATION SOFTWARE

\$750.00

12. ADDITIONAL STORAGE

12.3TB SAN RAID INSTALLED IN THE EXISTING RACK

1 VN-SAN-14-1000 12.3 TB

Cable, labor, and programming

\$15,294

TOTAL PURCHASE PRICE IS \$31,984.00

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT

(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/4% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

©2006-8 SimplexGrinnell LP. All rights reserved.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:	Accepted By: (Customer)
10255 Fortune Pkwy Ste 120 JACKSONVILLE, FL 32256-0000 Telephone: (904) 488-1200 Fax: 978-571-1568	Company: <u>Nassau County Board of County Commissioners</u>
Representative: <u>Jennifer A. Webb</u>	Address: <u>96169 Nassau Place, Yulee, FL 32097</u>
Email: <u>jenwebb@simplexgrinnell.com</u>	Signature: <u>[Signature]</u>
	Title: <u>Chairman</u>
	P.O.#: _____ Date: <u>5-9-11</u>

EBH
Shoju