

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3787

SECTION 1 - GENERAL INFORMATION

Requesting Department: Facilities Maintenance Contact Person: Tony Lombardi
Telephone: (904) 753-6435 Email: tlombardi@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Facility Automation Solutions, Inc
Address: 6900 Phillips Industrial Blvd
City: Jacksonville State: FL Zip Code: 32256
Vendor's Administrator Name: Melissa Mangrum Title: Office Manager
Telephone: (904) 446-8072 Email: melissa.mangrum@jaxcontrols.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: David Sarratori Title: Operations Manager
Authorized Signatory Email: dsarratori@jaxcontrols.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Installation of Door Locks and Preventative Maintenance for Rental Buildings
Short Description of Product(s)/Service(s) Being Requested: installation of new door locks at rental buildings; American Beach Community Center, Callahan County Bldg, Callahan Multi-Use Bldg, Community Center, Hilliard County Bldg, Yulee Gym
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
Other: _____
Amount of Initial Contract Term: \$32,488.00
Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
Year 3: _____ Year 4: _____
Total Amount of Contract (Initial Term + Renewal Options): _____ (Estimate if necessary)
Account Number: 01073519-546000
Source of Funds: County State Federal Other: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: _____
Risk Manager Initials: Michelle Proctor

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____
Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
Supplemental Agreement Other: _____
Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
New Contract Amount including this Amendment: _____
Account Code Change From: _____ To: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

<u>Doug Podiak</u> Department Head/Contract Manager	<u>10/23/2024</u> Date	<u>Janessa Belmont</u> Procurement	<u>10/24/2024</u> Date
<u>Chris Lacambra</u> Office of Mgmt. & Budget	<u>10/24/2024</u> Date	<u>Denise C. May, Esq., BCS</u> County Attorney	<u>11/8/2024</u> Date

(Signature required only if procurement related)

[Signature]
COUNTY MANAGER - FINAL SIGNATURE APPROVAL
11/8/2024
County Manager Date

**CONTRACT FOR INSTALLATION OF DOOR LOCKS AND PREVENTATIVE
MAINTENANCE FOR RENTAL BUILDINGS**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Facility Automation Solutions, Inc.**, located at 6900 Phillips Industrial Blvd., Jacksonville, Florida 32256, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County requires a vendor to provide goods and/or services for rental buildings: American Beach Community Center, Callahan County Building, Callahan Multi-Use Building, Bryceville Community Center, Hilliard County Building, Yulee Sports Complex; and

WHEREAS, the County received a proposal/quote for said goods and/or services from the Vendor on or about September 24, 2024; a copy which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the County has determined that the goods and/or services required are exempt, single or sole source purchases; and

WHEREAS, the County has completed all necessary steps under the applicable Nassau County Purchasing Policy in regard to the sole or single source acquisition of the Vendor’s goods and/or services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” VENDOR’S PROPOSAL

Exhibit “B” INSURANCE REQUIREMENTS

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described Exhibit “A”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in Exhibit “A” in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed Thirty-Two Thousand, Four Hundred Eighty-Eight Dollars and 00/100 (\$32,488.00) for the goods and/or services referenced in Exhibit “A”. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act found

at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet this Contract specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate *three (3) years thereafter*. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing the goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide the goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13. 1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the

Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide the goods and/or services for others; (b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor.

The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date

on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public

records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the

Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, FL 32011

Vendor: Facility Automation Solutions, Inc
Attn: David Sarratori
6900 Phillips Industrial Blvd.

Jacksonville, FL 32256

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods and/or services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

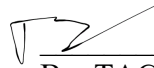
39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for goods and/or services provided prior to the termination date.

SECTION 40. Human Trafficking Affidavit.

40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

NASSAU COUNTY, FLORIDA



By: TACO E. POPE, AICP
Its: Designee
Date: 11/8/2024

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

**FACILITY AUTOMATION
SOLUTIONS, INC.**



By: David Sarratori
Its: Operations Manager
Date: 11/5/2024

DATE
10/17/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Facility Automation Solutions
6900 Phillips Industrial Blvd
Jacksonville, FL 32256

DEPARTMENT
Facilities Maintenance

REQUESTED BY
Tony Lombardi/ Noami Davis

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
10267	Installation & Maint Door Locks	01073519-546000	\$ 77,781.23	Encumber Contract	CM3787

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	Installation and Preventative Maintenance for			\$ 0.00	
	Rental Buildings:			\$ 0.00	
	Contract for Three (3)yrs included in proposal			\$ 0.00	
	price.			\$ 0.00	
				\$ 0.00	
1	American Beach Community Center	1.00	\$ 4,897.00	\$ 4,897.00	
2	Callahan County Bldg	1.00	\$ 5,101.00	\$ 5,101.00	
3	Callahan Multi-Use Bldg	1.00	\$ 4,386.00	\$ 4,386.00	
4	Bryceville Community Center	1.00	\$ 4,386.00	\$ 4,386.00	
5	Hilliard County Bldg	1.00	\$ 4,386.00	\$ 4,386.00	
6	Yulee Gym	1.00	\$ 9,332.00	\$ 9,332.00	
				\$ 0.00	
				\$ 0.00	
	Sole Source Purchase			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 32,488.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 10/23/2024

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5,000 for goods)

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 10/24/2024

Procurement Director (signature required if greater than \$5,000.00)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Ranacci Belmont 10/24/2024

County Manager (signature required if greater than \$100,000.00)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature] 11/8/2024

BOCC AP
Clerk: 11/8/2024
Date: _____

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)
Required for Purchases Greater than \$10,000

Date:	<u>10/17/24</u>	Project:	<u>Installation of Door Locks and Preventative Maintenance for Rental Buildings</u>
Vendor Name:	<u>Facility Automation Solutions, Inc.</u>	FY Cost:	<u>\$10,829.33 (approx)</u>
Address:	<u>6900 Phillips Industrial Blvd Jacksonville, FL 32256</u>	Total Cost:	<u>\$32,488.00</u>
Phone:	<u>904-446-8072</u>	Account:	<u>01073519-546000</u>
Contact Name:	<u>Melissa Mangrum</u>		

Description of Goods and/or Services:
installation of new door locks at rental buildings American Beach Community Center, Callahan County Bldg, Callahan Multi-Use Bldg, Community Center, Hilliard County Bldg, Yulee Gym

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
- Sole Source: The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.
Facility Automation Solutions- FAS is the sole provider for PM & Tech support for the County's BMS at the Justice Center and Schneider is the manufacturer of the BMS equipment. We are converting all county buildings to the same system.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.
Doug Podiak

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.
Chris Lacambra

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.
Kanace Schmidt

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
[Signature]



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Proposal

October 16, 2024

Nassau County
Communities Buildings – Access Control
Proposal #2407_5637 (Rev1)

Facility Automation Solutions, is pleased to offer the following Genea access control proposal for this project.

This Proposal Includes:

Yulee Sports Complex

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide & install conduit as needed.
- Provide all cabling as needed.

American Beach Community Center

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide all cabling as needed.



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Callahan County Building

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide all cabling as needed.

Callahan Multi-Use

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide all cabling as needed.

Hilliard County

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide all cabling as needed.



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Community Center

Main Control Panel:

- Provide & Install (1) LP1502 controller.
- Provide & install (1) 12x12 Enclosure.
- 120VAC Power to Control Panel.
- Network drop to control panel required.
- Programming and startup.

Card Access (1):

- Provide & Install (1) Card Readers
- Provide & install (1) Enterprise License.
- Provide & install (1) Power Supply.
- Provide all cabling as needed.

For Card Access This Proposal Excludes:

1. Raceways including in-wall conduit and rough ins for all devices and doors.
2. Any work associated with the Fire Alarm.
3. Network infrastructure – switches, routers, extenders, converters.
4. Any Door Hardware and accessories other than door strikes, specified in Div. 8, or not quoted above, locking devices, hinges, special cables, power supply, security key override switch, door hold open device, etc.
5. 120V to power supplies.
6. Premium time labor.

Yulee Sports Complex Price.....	\$9,332
American Beach Community Center Price.....	\$4,897
Callahan County Building Price.....	\$5,101
Callahan Multi-Use Price.....	\$4,386
Hilliard County Price.....	\$4,386
<u>Community Center Price.....</u>	<u>\$4,386</u>

Total Entire Campus Price..... \$32,488

****Three year subscription included in proposal price****

****Annual Price After Year Three May Vary****
(Service agreement will be included in annual subscription)



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Proposal: Support Services Agreement on the Genea Access Control System for the Nassau County Communities Buildings.

Facility Automation Solutions, Inc. is very pleased to offer the following proposal for the Support Services agreement on the Genea Access Control systems at the above referenced location. This contract does not include the Corrective Maintenance (CM) portions in the contract document, section 3. See the complete agreement for details. Pricing is broken down below as follows:

Contract Start Date: Pending installation date

1. **Performance – Facility Automation Solutions, Inc.**, hereinafter called Contractor, agrees to perform Preventative Maintenance on the Direct Digital Controls (DDC) and Automation Equipment listed under, "Appendix A - Equipment List", and as described under the provisions of this contract with **Nassau County Communities Buildings**, hereinafter called Owner, so long as neither party is in default of any provision of this agreement. The Contractor must be approved as a certified representative of the DDC Systems listed and also have a local office within 25 miles of the Owner's site. The Contractor must provide technicians trained and A.C.E. Certified to install, maintain, and operate the aforementioned equipment.
2. **Support Services Support Services (SS)** shall include the following:
Provide necessary labor for:
 - a) Off-site telephone support for software engineering, repair, and trouble-shooting purposes during normal and overtime working hours.
 - b) On-site software engineering, training, repair, and trouble-shooting support will be provided during regular and overtime working hours.

Total allowable labor and equipment cost permitted for the SS Program will be **25%** of the total contract price as shown on the signed "Contract Proposal". All labor will be totaled using the quantity of time reported as SS time on Service Reports submitted to the customer, times the appropriate rate under "Appendix C- Current Rates". Any labor above the **25%** of the Contract price will also be charged at the appropriate "Current Rate". All repair material will be handled as stated in the Preventative Maintenance section.

3. **Corrective Maintenance (CM)** shall include the necessary labor and material required to repair or replace any listed item which has been determined to have failed for reasons other than acts of God. The Contractor agrees to perform CM on the Equipment which shall include the labor and parts required to repair or replace equipment which has become defective through normal wear and usage. The decision as to whether to repair or replace equipment which has become defective or failed through normal wear and usage shall be solely the Contractors. All other labor for work outside this agreement shall be in accordance with "Appendix C - Current Rates" for such services in the area.



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4. **Maintenance Standards** – The Equipment will be maintained by the Contractor in accordance with these standards: (a) Contractor must use new or reconditioned parts of equal quality and repaired at the manufactures facility; (b) the Equipment will not be the subject to mechanical abuse; (c) the Equipment will be maintained at levels necessary to provide the required communications; (d) routine maintenance procedures prescribed from time to time by Contractor for its equipment, will be followed; (e) all maintenance work will be done by qualified personnel.
5. **Time and Place of Maintenance Work** – Maintenance work shall be performed at the location of the Equipment (or at the Contractors factory as appropriate), and Owner shall furnish a reasonable means to access to the equipment, heat, light and power at its locations. Contractor's normal working hours for purposes of this agreement are 8:00 a.m. to 5:00 p.m. Monday thru Friday, except holidays. Services performed due to Owner's operational or emergency repair requirements, outside the aforesaid normal working hours will be covered by this agreement.
6. **Payment** – The maintenance charge as set forth on the first page of this Agreement shall be due and payable on the effective date and each periodic anniversary thereafter throughout the maintenance term. Payment shall be sent to Contractor with the Maintenance Agreement number marked thereon. Periodic charges shall be due and payable whether or not the Equipment is operating. Either party may, at its option, terminate this agreement by giving (30) days written notice. Periodic charges which are not paid when due shall be subject to a service charge of 1.5% per month or the maximum rate permitted by law, whichever is lesser, from the first day of the period for which due until paid.
7. **Taxes** – Owner shall reimburse Contractor for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of any Federal, State or Local law, rule or regulation with respect to the maintenance of the Equipment, except Federal income and profit taxes on Contractor and State income and franchise taxes on Contractor.
8. **Interruption of Service** – The Owner shall notify Contractor in the event of failure of any unit, and Contractor shall provide maintenance service in accord with its normal operating procedures. Labor and material necessary to return service will come under the paragraph "Corrective Maintenance (CM). Contractor does not assume and shall have no liability under this agreement for failure to provide maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault and negligence of the Contractor. **The Contractor shall not be liable for any special or consequential damages for interruption of service.**
9. **Waiver** – Failure or delay on the part of Contractor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
10. **Prior Negotiations** – This contract constitutes the entire Agreement between the parties hereto and shall supersede all prior offers, negotiations and agreements.
11. **Owner Assistance** – Owner agrees to furnish the Contractor maintenance personnel or authorized representatives all pertinent information related to the reported malfunction and to afford them at their request access to the Equipment as required for the performance of the Agreement.
12. **Relocation** – This agreement, at the option of Contractor shall terminate in the event that the Equipment is moved to a different location and is not transferable in the event the Equipment is sold to a third party except as set forth in paragraph 9 above.



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13. **Unauthorized Additions or Maintenance** – If other than Contractor's authorized representatives make any additions to or perform any repair or maintenance service on the Equipment while the Equipment is under this contract, which in the opinion of Contractor increases the maintenance cost thereof, the Contractor shall so notify the Owner and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, Contractor, at its option, may terminate this contract.
14. **Agreement Renewal and Adjustment of Price** – This maintenance agreement will automatically renew on the original anniversary date for the previous year's price unless 30 days written notice of a price increase is given by the Contractor prior to the expiration date. All maintenance charges set forth in this Agreement are subject to change only once in each twelve- (12) month period after the expiration of the first twelve (12) months of the initial term upon thirty- (30) days prior written notice to the Owner. In the event such notice is given, Owner may, on the effective date of any such change, terminate this Agreement, provided thirty (30) days prior written notice is given to Contractor, otherwise the new charges shall become effective upon the date specified in the notice. The monthly maintenance charge set forth herein shall be increased in the event of the addition of any equipment to the system in accordance with Contractor's then current rates are reduced in the case of equipment removed by the rate actually charged to Owners for the equipment being removed.
15. **Default and Termination Charge** – In the event of default by Owner in the payment of maintenance charges when due, or attempted early termination of the Maintenance Agreement prior to its expiration date, Contractor shall have the option to declare this Agreement terminated and will cease providing maintenance service here under. In the event of default or early termination by Owner. Contractor shall be entitled to recover from Owner all unpaid maintenance payments that accrue to the date that Contractor declares default. In addition, because the parties have agreed that Contractor's actual damages in the event of default or early termination by Owner would be very difficult, if not impossible, to calculate, Owner agrees to pay Contractor a termination charge equal to ten percent (10%) of the remaining maintenance obligation owned pursuant to this Agreement. For purposes of this paragraph, the remaining maintenance obligation will be calculated by multiplying the quarterly or annual maintenance payments in effect at the time default is declared by the number of quarterly or annual periods remaining in the term of this Agreement.
16. **Amendment** -- No revision of this Agreement shall be valid unless made in writing and signed by Contractor and Owner.
17. **Applicable Law** – This Agreement is made in the **State of Florida** and is governed by and construed in accordance with the laws of the state.



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Equipment List

All equipment below is located at the **Nassau County Communities Buildings**

Genea Access Controllers

<u>Equipment Model Number</u>	<u>Description</u>
MSLP1501	Mercury Board LP1501
HID40KNKS-00-0000	HID Signo 40 Standard Reader
AL400ULPD4	24VDC Power Supply 2.5 Amp
HE-500030403	HEs 5000-C Complete Pac Electric Strike

Gianfranco M. Calderon
Facility Automation Solutions, Inc.
Office: 904-446-8071
Cell: 347-652-3074
gianfranco.calderon@jaxcontrols.com

This proposal is valid for a period of 30 days

CONTRACT SUBMISSIONS: All Contracts must be emailed to AR@JAXCONTROLS.COM and addressed to David Sarratori moving forward. We appreciate your efforts in streamlining the contract submission process and ensuring efficient communication.

EXHIBIT "B"
Exposure Category M

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.



Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

EXHIBIT "B"
Exposure Category M

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Certificate Of Completion

Envelope Id: 21EC0202E17D4C978D8583661135CC2F	Status: Completed
Subject: CM3787 Facility Automation Solutions- Rental Buildings- \$32,488.00	
Source Envelope:	
Document Pages: 32	Signatures: 18
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator: Noami Davis ndavis@nassaucountyfl.com
Envelopeld Stamping: Enabled	IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


Record Tracking

Status: Original 10/23/2024 8:52:46 AM	Holder: Noami Davis ndavis@nassaucountyfl.com	Location: DocuSign
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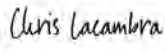
Signer Events

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/23/2024 9:00:27 AM Viewed: 10/23/2024 11:15:35 AM Signed: 10/23/2024 11:15:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/23/2024 11:15:58 AM Viewed: 10/24/2024 11:33:09 AM Signed: 10/24/2024 11:33:52 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/24/2024 11:33:55 AM Viewed: 10/24/2024 12:18:56 PM Signed: 10/24/2024 12:19:18 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 10/24/2024 12:19:22 PM Viewed: 10/24/2024 1:42:19 PM Signed: 10/24/2024 1:42:43 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 10/24/2024 1:42:46 PM Viewed: 10/24/2024 5:32:47 PM Signed: 10/24/2024 5:33:05 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>David Sarratori dsarratori@jaxcontrols.com Operations Manager Facility Automation Solutions, Inc. Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.204.143.116	<p>Sent: 10/24/2024 5:33:08 PM Resent: 11/5/2024 7:53:21 AM Viewed: 11/5/2024 9:54:31 AM Signed: 11/5/2024 9:55:20 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/5/2024 9:54:31 AM ID: 97d00ffc-2437-448c-a802-2eba1fed4f25</p>		
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 11/5/2024 9:55:24 AM Viewed: 11/5/2024 9:58:33 AM Signed: 11/8/2024 8:16:58 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 11/8/2024 8:17:02 AM Viewed: 11/8/2024 8:17:50 AM Signed: 11/8/2024 8:18:14 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 11/8/2024 8:18:18 AM Viewed: 11/8/2024 8:21:16 AM Signed: 11/8/2024 9:48:36 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	<p>Sent: 11/8/2024 9:48:42 AM Viewed: 11/8/2024 10:28:35 AM Signed: 11/8/2024 10:28:48 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clerk Services bocclerksservices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/8/2024 10:28:52 AM
Procurement Department procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/8/2024 10:28:53 AM
Melissa Mangrum melissa.mangrum@jaxcontrols.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/8/2024 10:28:54 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2024 9:00:27 AM
Certified Delivered	Security Checked	11/8/2024 10:28:35 AM
Signing Complete	Security Checked	11/8/2024 10:28:48 AM
Completed	Security Checked	11/8/2024 10:28:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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