



County Manager Approval Form Agreement Renewal

Procurement Services Office
1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
Phone 407 742 0900 Fax 407 742 0901

Procurement
Services Director
Approval

B 1-14-19
Initial & Date

Date: January 14, 2019	Division/Office: Information Technology	Tracking Number: RFP-16-4469-TP
Account Number: Various	Requestor: Levi Thomas	

Procurement Summary: Request County Manager to sign Amendment #1 with Miller Electric Company dba SiteSecure, LLC of Jacksonville, Florida, to continue to provide video surveillance and access control repairs, maintenance, upgrades and new installation countywide on an as-needed basis. Estimated expenditures shall not exceed \$600,000 annually, for a cumulative not to exceed amount of \$2,400,000 through April 18, 2020.

- Amendment #1 will extend term of the agreement for one year and expenditures remain within the annual Board approved limits.
- This agreement provides for repairs, maintenance upgrades and new installation for video surveillance and access control systems countywide which are managed by the County's Information Technology Department.
- On April 11, 2016, the Board signed the original agreement not to exceed \$600,000 annually through April 18, 2019.
- A solicitation was issued on November 1, 2015 with a due date of December 1, 2015.
- The project was advertised in the legal notices section of the Orlando Sentinel on November 1, 2015, and in the Osceola News Gazette on November 5, 2015.
- This project was uploaded for broadcast into the Osceola County VendorLink bid notification system from which a total of 1,555 notifications were sent, resulting in a total of 58 plan holders downloading the solicitation documents.
- The legal advertising and the uploading into VendorLink resulted in a total of 1 responses received by the due date and time, with no submittals from Osceola County vendors.
- On January 8, 2016, the Evaluation Committee (EC) met and discussed the proposal. The EC reached a consensus and they determined that the response received from SiteSecure, LLC of Jacksonville, Florida was both a responsive and responsible proposal that met the services required by the County.
- SiteSecure, LLC is a wholly owned subsidiary of Miller Electric Company of Jacksonville, Florida.
- The Project Manager for this agreement is Levi Thomas.
- Staff Recommends approval and award.

Requisition Number	Vendor/Contractor	Amount Requested
RFP-16-4469-TP	Miller Electric Company dba SiteSecure, LLC	\$600,000
Revised Agreement Total:		\$2,400,000

Office/Dept. Manager: *[Signature]* Date: 1/23/19
 Dept. Director/Administrator: *[Signature]* Date: 1/24/2019
 County Attorney: Not submitted to the County Attorney's Office for review. Date:

COUNTY MANAGER APPROVAL/DATE

Please return completed form to Procurement Services *[Signature]* 1/30/19
 Donald S. Fisher, County Manager/Designee Date

For Procurement Office Use Only Procurement Analyst: Damaris Nazario Date: January 14, 2019

Attachments:

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Procedures: Pursuant to section 3.2-2 (A) of the Osceola County Administrative Code, the County Manager is authorized to award contracts with an annual not-to-exceed value of \$100,000.00, per contract year, not-to-exceed \$300,000.00 including all renewals. The Procurement Services Director is required to report such contracts to the Board on a monthly basis. The County Manager Approval Form (CMA) shall be submitted to the Procurement Services Office for review and approval prior to submittal to the County Manager. CMA(s) may be submitted to the County Attorney's Office for review and approval. As applicable, documentation shall be included from the Procurement Services Office and/or requesting Division/Office which indicates that competition was obtained. Original CMA will be returned to the Procurement Services Office and forwarded to the Clerk of the Board once reporting requirements are completed.

**AMENDMENT # 1
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND MILLER ELECTRIC COMPANY dba SITESECURE**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and MILLER ELECTRIC COMPANY dba SITESECURE, LLC, 2251 Rosselle Street, Jacksonville, Florida 32204, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform video surveillance and access control repair, maintenance, upgrades and new installation as further described in the Agreement RFP-16-4469-TP, approved by the Board of County Commissioners on April 11, 2016, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 24. Modification, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term of the agreement,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended as follows:

SECTION 1. TERM

The term of this Agreement is amended to extend through April 18, 2020 and may be extended when in the best interest of the County.

2. Section 5. Compensation is hereby amended to read as follows:

SECTION 5. COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
 - C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
3. Section 12. Public Records shall be deleted in its entirety and replaced with the following:

SECTION 12. **PUBLIC RECORDS**

A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- 1. Keep and maintain public records required by the COUNTY to perform the service.
 - 2. 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 by Florida law.
 - 3. 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 CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must 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.
 5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
4. Section 35. Scrutinized Companies Termination Clause has been added to read as follows:

SECTION 35. SCRUTINIZED COMPANIES TERMINATION CLAUSE

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

5. These changes shall be effective upon this Amendment being executed by both parties.
6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 30 day of January, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: [Signature]
County Manager/Designee

Date: 1/30/19

**MILLER ELECTRIC COMPANY dba
SITESECURE, LLC**

By: [Signature]

Title: Vice President

Date: 1/14/2019

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was executed before me this 14th day of January, 2019, by James MacDonald, as Vice President of Miller Electric Company dba SiteSecure, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:
8/23/2020

[Signature]
NOTARY PUBLIC, State of Florida

SUMMER STARLING
Notary Public, State of Florida
My Comm. Expires 8/23/2020
Commission No. GG4177

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Exhibit "B"
Pricing Schedule

Parts and Sub-Contractor Mark-up	
Description	% Mark-up (Maximum %)
All Materials and Parts	Invoice plus 15 %
Sub-Contractors	Invoice plus 15 %
Equipment Rentals	Invoice plus 15 %

Labor Hours Price Schedule		
Description	Rate	Units
Project Management	\$ 125.00	Per Hour
Installation Technician	\$ 105.00	Per Hour
Installation Technician (Helper)	\$ 95.00	Per Hour
Application Engineer	\$ 115.00	Per Hour
Draftsman/CADD Technician	\$ 95.00	Per Hour
Clerical (O&M Documentation)	\$ 75.00	Per Hour
Other (Please explain)	\$	Per Hour

Emergency Services Multiplier	
Emergency Services/Critical Response Rate will be calculated at value times the hourly rate for the necessary labor categories utilized.	1.5 times the hourly labor rate

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name:	<u>Miller Electric Company</u>				
Contractor FEIN:	<u>59-0361850</u>				
Contractor's Authorized Representative Name and Title:	<u>James MacDonald / Vice President</u>				
Address:	<u>2251 Rosselle Street</u>				
City:	<u>Jacksonville</u>	State:	<u>FL</u>	Zip:	<u>32204</u>
Phone Number:	<u>904-388-8000</u>				
Email Address:	<u>cbowman@mecojax.com</u>				

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: James MacDonald Date: 2/4/19
Authorized Signature

Print Name: James MacDonald

Print Title: Vice President