

**TERM CONTRACT FOR BCC APPROVED 2/4/2020
SERVICE, MAINTENANCE, AND PURCHASE OF CATERPILLAR EQUIPMENT**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ring Power Corporation, a Florida corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform service maintenance, and the purchase of Caterpillar Equipment; and,

WHEREAS, the County issued Invitation for Bid (IFB) #191778JSO on September 23, 2019; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County approved a Notice of Recommended Award on November 26, 2019; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for service, maintenance, and the purchase of Caterpillar Equipment in accordance with the scope of services made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. This Term Contract may be renewed for up to two additional one-year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.

BOARD RECORDS
FILED FOR THE RECORD
2020 FEB - 7 PM 12:18
KAREN E. RICHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

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- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Term Contract.

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Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of §112.313, F.S., as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in

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Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.

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- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.

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- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the County or its property;
 - 4. Damages to the County or a third party caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.

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- F. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. PUBLIC RECORDS

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office**

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**1660 Ringling Blvd.
Sarasota, FL 34236
Phone: 941-861-5886
Email: publicrecords@scgov.net**

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend, nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to

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operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.

- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:

Name:	<u>Christopher Ross</u>
Title:	<u>Commercial Engine PSSR</u>
Address:	<u>10421 Fern Hill Dr.</u> <u>Riverview, FL 33578</u>
Telephone:	<u>813-376-4194</u>
E-mail:	<u>Christopher.Ross@Ring power.com</u>

County's Administrative Agent:

Name:	<u>Jill Dallmann</u>
Title:	<u>Project Manager</u>
Address:	<u>1001 Sarasota Center Blvd.</u> <u>Sarasota, FL 34240</u>
Telephone:	<u>941-861-0951</u>
E-Mail:	<u>jdallman@scgov.net</u>

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Term Contract
 - 2. Solicitation
 - 3. County's Purchase Order

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IN WITNESS WHEREOF, the parties have executed this Term Contract as of the date last below written.

WITNESS:

Signed By: 

Print Name: Debra K Dacken

DEBRA K. DACKEN
Notary Public, State of Florida
My Comm. Expires 4/4/22
Commission No. GG181907

Ring Power Corporation:

Signed By: 

Print Name: Alan Thomas

Title: VP/Governmental Sales Director

Date: 01/29/2020

SARASOTA COUNTY

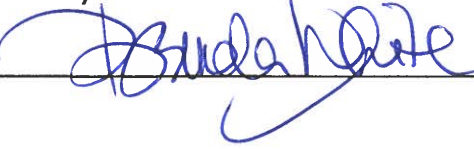
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
CHAIR

DATE: 2/4/2020

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

BY: 

Approved as to form and correctness:

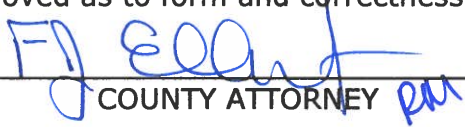
BY: 
COUNTY ATTORNEY *pm*

EXHIBIT A
SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall furnish all the labor, equipment, and materials required to perform the work as described herein in accordance with manufacturer's specifications on equipment.
 - i. All pricing shall be inclusive of supervision, driving time, and all other expenses necessitated to perform any preventive or corrective maintenance.
 - ii. Labor costs are inclusive of on-site and shop costs.
- B. The Contractor shall maintain a safe and clean work zone and comply with all Federal, State, and local laws, ordinances, codes, and regulations.
- C. The Contractor shall have at least one employee on site that can effectively communicate in English with the County staff and the public.
 - i. All Contractor's personnel shall have access to cell phone or radio to communicate with the Contractor or the County.
- D. The Contractor shall provide a qualified employee who shall be present during the course of work, who shall act as a fully authorized agent of the Contractor and who is capable of making on-site decisions. The agent shall be knowledgeable about all procedures and practices applicable to the contracted service requirements and conditions.
- E. The Contractor shall be responsible for damages to County or third-party property caused by the Contractor or their employees. Restoration shall be made to the County's satisfaction.
- F. The Contractor shall document and report all safety-related incidents on the project site immediately to the County's Site Manager and the County's Administrative Agent.
- G. The Contractor shall participate in performance or project report meetings as deemed necessary by the County.
- H. All Contractor's vehicles shall have identification and be equipped with proper safety equipment as deemed required by transportation authorities.
- I. When requested by the County's Administrative Agent and within five business days of request, the Contractor shall provide a written contingency plan for an All Hazards, Emergency Response Plan which shall identify pre-event and post-event preparations for their equipment on site and their continuity of operations program. The Contractor shall address reliability in their All Hazards Emergency Response Plan to show how their continuity of operations in adverse situations shall meet the reliability expectations of the

EXHIBIT A SCOPE OF SERVICES

County. For instance: tropical storm, hurricane or similar adverse conditions.

- J. The Contractor shall document and coordinate with County personnel in correcting any malfunction or repair of any equipment or system.

- K. The Contractor shall sign in and sign out where required.

2. COUNTY'S RESPONSIBILITIES

- A. The County shall ensure the Contractor with adequate space for the equipment and materials required to perform their work.
- B. The County shall ensure there is a continuous supply of electricity during work and also ensure all circuit breakers are ground-fault protected.

3. LOAD TESTING

- A. The County reserves the right to request a load test with a Portable Load bank.
 - i. The test shall last one hour.
 - ii. A written load test report shall be submitted to the County representative requesting the test within one week of completion.
 - iii. When requested, this load test shall be required once per year.
 - iv. The price for providing this test shall be quoted by the Contractor in advance, as per the unit fees provided in the Fee Schedule.
 - v. At no time shall the Contractor be authorized to transfer load to any generator set without the prior approval of the County representative responsible for the generator set.
- B. The Contractor shall change equipment motor oil and filter, coolant, fuel, and air filters as specified by the manufacturer and submit documentation showing proper and legal disposal of the used oil and filters. Documentation shall be provided to the County representative within one week of disposal.
 - i. The Contractor shall change equipment motor oil and filter and inspect hoses and belts (replacing as necessary) every 500 hours of operation or annually, whichever comes first or according to the manufacturer's maintenance specifications if they call for more frequent intervals.
 - ii. Inspection of air filters every 1,000 hours of operation or annually, whichever comes first or according to the manufacturer's maintenance specifications if they call for more frequent intervals.

EXHIBIT A
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4. PREVENTATIVE MAINTENANCE

- A. Preventative Maintenance shall be performed on a routine basis as prescribed in the Fee Schedule. At the start of the Contract, the County and the Contractor shall create a mutually agreeable schedule for Preventative Maintenance. The Contractor shall perform routine maintenance and testing procedures on equipment in accordance with manufacturer's specifications and follow the Operations & Maintenance (O&M) specifications for the equipment for startup, shutdown, and malfunction response plan. In addition, Contractor shall also comply with all other requirements outlined under this section.
- B. The Contractor shall review previous test reports, and if necessary, consult County's representative for their comments on performance and knowledge of present test schedule.
- C. The Contractor shall document and coordinate with County personnel of any deficiencies of equipment or systems found during Preventative Maintenance.
 - i. Deficiencies found during Preventative Maintenance shall be repaired pursuant to Section 6, Corrective Maintenance.
- D. The Contractor shall make 360 degree walk around physical inspection.
- E. The Contractor shall only use original equipment from the manufacturer.
- F. The Contractor shall perform the following checks on the engine mounted radiator cooling system:
 - i. Cooling level.
 - ii. Inhibitor strength.
 - iii. Anti-freeze strength.
 - iv. Cap seal-spring tension.
 - v. Hose condition plus clamps.
 - vi. Re-check level after starting.
 - vii. Current run hours.
- G. The Contractor shall check if the inlet and discharge louvers open properly on the air handling system.
- H. The Contractor shall perform the following on the air induction system:

EXHIBIT A
SCOPE OF SERVICES

- i. Air cleaner-remove and perform a light test.
- ii. Observe turbo wheel - free - play – check for dirt inside the air cleaner.
- iii. Check air cleaner gasket seal.

I. The Contractor shall perform the following on the fuel system:

- i. Check main tank level.
- ii. Check for water and sediment.
- iii. Check for algae.
- iv. Drain water and sediment from day tank.
- v. Test level controls and alarms.
- vi. Check fuel transfer pump.
- vii. Clean primary filter.
- viii. Visually inspect complete fuel piping system.
- ix. Secure vents and bleed screws.
- x. Observe fuel pressure.
- xi. Inspect condition of flex fuel lines.

J. The Contractor shall perform the following on the starting system:

- i. Conduct startup in accordance with the O&M Manual.
- ii. Check jacket water temperature before starting.
- iii. Cycle thermostat on jacket water heater.
- iv. Check battery voltage, charger on.
- v. Turn charger off, check electrolyte.
- vi. Check battery terminals, inner connectors.
- vii. Perform voltage drop test.
- viii. Start engine, then time initial crank to load voltage time starter disengagement.

EXHIBIT A
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- ix. Verify that the engine's idle time during start up is less than 30 minutes. If the idle time during start up is 30 minutes or more, coordinate with County personnel to adjust the idle time during startup to be less than 30 minutes.
- x. Check starting and control connections in junction box, cranking panel and automatic transfer switch.
- xi. Check relays in cranking panel.
- xii. Turn battery charger on. Observe charge rate, voltage.
- K. The Contractor shall perform the following on the governor, hydraulic type:
 - i. Test remote motor control if applicable.
 - ii. Check and lubricate linkage.
 - iii. After starting check stability and response.
- L. The Contractor shall check the safety shut-off and alarms for proper operation.
- M. The Contractor shall start, observe and log the following on the engine and generator instruments:
 - i. Jacket water temperature
 - ii. Oil pressure
 - iii. Fuel pressure
 - iv. Alternating Current (AC) ammeter
 - v. AC voltmeter
- N. If any readings are suspect, the Contractor shall verify with the master instrument.
- O. For any generators with Continuous Parameter Monitoring Systems (CPMS), the Contractor shall operate and maintain the CPMS system in accordance with the CPMS Monitoring Plan in the O&M Manual.
 - i. Collect, monitor, and document continuous data from the CPMS system showing the engine is operating within the emission and operating limitations to be provided.

EXHIBIT A
SCOPE OF SERVICES

- ii. If at any time the emission or operating limitations are not met, it shall be documented and promptly reported to County personnel along with recommendations for corrective action immediately.
- P. The Contractor shall check unit for vibration both horizontal and vertical.
- Q. The Contractor shall check crankcase pressure.
- R. The Contractor shall check and maintain the Crankcase Ventilation System in accordance with O&M Manual.
- S. The Contractor shall observe exhaust characteristics including, but not limited to, flexibility, any condensation build up, soot deposits, and the like.
- T. The Contractor shall prep any rust spots on fuel tank and then spray with a rust inhibiting, outdoor, heat tolerant, metal spray paint in black.
- U. The Contractor shall check the following on the lube oil:
 - i. Check level before starting, drain or fill.
 - ii. Check records for service date.
- V. The Contractor shall perform the following on the generator:
 - i. Inspect and lubricate rear bearing if necessary.
 - ii. Observe air gap, dirt build-up on rotating parts.
 - iii. Inspect all loose wiring for wear.
 - iv. Verify good AC connections.
 - v. Check terminal connections to voltage regulator and field.
 - vi. Check and lock voltage adjust rheostat, droop potentiometer and gain control.
 - vii. Use a Megger to measure all phases to ground (not necessary in dry indoor applications).
 - viii. Observe air flow and balance while running
 - ix. Secure all screens, clean if necessary.
 - x. Record regulation, response time and stability.
- W. The Contractor shall perform the following on the exhaust system:

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- i. Inspect for possible leaks and fire hazard.
 - ii. Drain moisture traps.
 - iii. Check for allowance for growth at full load.
 - iv. For engines requiring, operate and maintain the Oxidation Catalyst in accordance with the O&M Manual and manufacturer's instructions. The Contractor shall document and coordinate with County personnel in correcting any malfunction of the Catalyst system.
- X. The Contractor shall perform the following on the automatic transfer switch:
- i. Lubricate solenoid plunger and mechanical linkage.
 - ii. Verify condition of all load contacts.
 - iii. Check operation of:
 - a. Time delay-engine start.
 - b. Time delay-retransfer.
 - c. Cool down timer.
 - d. Clock exerciser.
- Y. The Contractor shall perform the following during termination of test:
- i. Cranking control-on automatic.
 - ii. Circuit breaker-closed.
 - iii. Voltage regulator switch on (fuse good).
 - iv. Phase selector switch 1-2-3 position.
 - v. Battery charger on.
 - vi. Fuel transfer pump-on.
 - vii. Fuel valves-open.
 - viii. Jacket water heater-on.
 - ix. Remote radiator fan-on.
 - x. Auxiliary water pump-on.

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- xi. Louvre motor control feed-on
 - xii. Jacket water shutoff valves-open.
 - xiii. For the engines with CPMS, conduct shutdown in accordance with the O&M Manual.
- Z. The Contractor shall also perform the following preventative maintenance inspections at a generator site:
- i. Fuel Cell
 - ii. Day Tank(s) for fuel
 - iii. Fuel lines and peripheral devices
 - iv. Fuel leak detection systems
 - v. Air intake and exhaust systems
 - vi. Engine exhaust systems
 - vii. Battery charging systems
 - viii. Generator set(s)
 - ix. Transfer switches
 - x. Oxidation Catalyst
 - xi. Continuous Performance Monitoring System (CPMS)
 - xii. Crankcase Ventilation System
- AA. The Contractor shall also perform the following preventative maintenance inspections at a pump site:
- i. Inspect pump and remove dirt, debris, tools, and the like. Open volute and discharge drains valves and remove any product from pump. Visually inspect volute from suction flange for any obstructions and remove accordingly.
 - ii. The Contractor shall check for proper front and rear wear plate clearances with impeller.
 - iii. The Contractor shall disconnect ejector assembly and inspect for wear and condition of O rings and nozzle, clean venturi, remove housing, and check condition of ball, seat and screen.

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- iv. The Contractor shall drain oil from mechanical seal and replace.
 - v. The Contractor shall check and replenish grease at Motor Adaptor.
 - vi. The Contractor shall check compressor timing belt tension.
 - vii. The Contractor shall inspect compressor oil for damage, air lines, and leaks.
 - viii. If pump is trailer mounted, check for proper operation of jack stands, tire pressure, wheel bearings, fuel tank cap, and hitch fittings.
 - ix. Record vacuum gauge readings.
- BB. The Contractor shall perform, upon request, an "Operability Test" on each generator in compliance with applicable regulations and codes that meet or exceed the requirements of the agency having jurisdiction over that generator. This Operability Test shall be furnished to the County within thirty days of the request and shall be invoiced at the Service Technician Regular Hourly rate.

5. AS NEEDED REPORTING REQUIREMENTS

- A. The Contractor shall complete an inspection/checklist form to report on all tests performed and submit this form to the County contact responsible for that particular generator. This form submittal is required, and invoices shall not be approved for payment until the completed form has been submitted to the County's satisfaction. The County shall approve the inspection sheet used by the Contractor prior to first use. The Contractor shall note any deficiencies or significant problems and report them to the user department within 24 hours of finding. All maintenance records and completed inspection forms shall be submitted to the County within three days of maintenance being performed. Maintenance records are required to be kept on site for two years.
- B. The Contractor shall provide an annual inspection summary report listing all generators maintained and/or serviced for the previous 12 months and submit to the user department representative and County Administrative Agent by January 30 each year.
- C. The Contractor shall comply with all reporting requirements of 40 Code of Federal Regulations (CFR) Part 63, Subpart ZZZZ, 40 CFR Part 60, Subpart JJJJ, 40 CFR Part 60, Subpart IIII, and Florida Department of Environmental Protection for all generators listed in these Technical Specifications.
 - i. The Contractor shall prepare and submit to the County Administrative Agent the required semi-annual reports 30 days prior to the reporting date required under the rule.

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- ii. The Contractor shall prepare and submit to the County Administrative Agent all required notifications 30 days prior to the notification date required under the rule.

6. CORRECTIVE MAINTENANCE / RESPONSE TIME

- A. On an as-needed basis, the Contractor shall perform Corrective Maintenance service. Corrective Maintenance is defined as unscheduled maintenance events and services.
- B. Service requests shall be dispatched by the County by means of a telephone call or e-mail and followed up with a Work Order (WO). This work order number shall be referenced on all correspondence to each job including the final invoice to the County.
- C. The Contractor shall be issued a Purchase Order (PO). The PO shall be accompanied by a WO which shall identify the location and describe the work to be performed with the required deadline to complete the work, as well as the County's contact for the site.
- D. The County shall designate all service requests as either an emergency or a non-emergency situation.
- E. Dispatch:
 - i. Non-Emergency/Regular hours: The Contractor shall verbally respond to the initial request for maintenance or repair service within twenty-four hours. The County reserves the right to schedule time and dates for non-emergency services to be performed.
 - a. When a project estimate is requested by the County, the Contractor shall verbally respond to the initial request within 24 hours and provide the written estimate within five business days of the initial request.
 - ii. Emergency/After Hours: The Contractor shall verbally respond to the initial request for emergency repair service within one hour of notification and shall have a qualified service person on the job site within two hours of the initial request.
 - a. The Contractor shall provide a cellular telephone number for 24-hour contact between Sarasota County representatives and the Contractor's representative.
- F. In the event repairs cannot be completed with the initial response, the Contractor shall make every effort to provide limited repair to the equipment such as that it can function effectively until complete restoration can be made.

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- G. The Contractor shall respond in writing as to the status of all work within 24 hours.
- H. The Contractor shall complete work orders no more than thirty business days after receipt. Any request for extension shall be approved in writing by the County Site Manager identified on the Work Order.

7. COUNTY WORK MANAGEMENT SYSTEM (WMS)

- A. The County operates a computer-based work management system (WMS). The Contractor shall utilize the WMS via an Internet website for receiving work orders and reporting performance. The Contractor's employees designated to schedule and manage work may attend a WMS training session provided by the County to learn how to properly use the website. This training session is expected to last no longer than four hours. The costs associated with this training and utilization of the WMS shall be considered overhead and incidental to the Contract. There is no separate payment for the Contractor's attendance at the WMS training. There is no requirement to purchase software for utilizing the WMS. End user is only required to install a specific web-browser in order to access the WMS website.
- B. End user shall maintain computing equipment with the following minimum specifications to run the County's WMS:
 - i. Any tablet, device, or personal computer running the latest IOS or Windows operating systems.
 - ii. Safari or Chrome is required to access the website.
 - iii. High speed internet connection

8. NEW EQUIPMENT, PARTS, MATERIALS

- A. If new equipment and additional parts or material are necessary to repair or replace an existing piece of equipment, the Contractor shall furnish a written quote to the County. The quote shall include the Contractor's evidence of the direct cost for parts and materials, plus the markup and/or markdown percentage as listed on the contract's approved Fee Schedule. Only after approval from the County shall the Contractor supply the products.
- B. The County reserves the right to directly purchase equipment or parts for the Contractor to install without the addition of the Contractor's percentage markup. Sarasota County may directly purchase any parts in order to provide cost savings, when applicable, in terms of requirements.
- C. All parts supplied or installed shall meet original equipment manufacturer (OEM) specifications.

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9. SUBCONTRACTING

- A. Any use of subcontractors shall be pre-approved in writing by the County. Changes to subcontractors shall not be permitted without prior written approval from the County.
- B. The Contractor shall be reimbursed for the cost of the subcontractor plus the percent markup listed on the contract Fee Schedule.
- C. Copy of the subcontractor's invoice to the Contractor shall be submitted with Contractor's invoice.

10. SUPERVISION AND INSPECTIONS

The County shall randomly visit all buildings/facilities to ensure that the Contractor's schedules and performance are in accordance with all specifications listed herein.

11. BACKGROUND CHECKS

- A. Contractor's personnel may be required to have unescorted access to judicial offices and other areas containing certain criminal justice records and is now required by federal and state law to submit to an electronic criminal background check, fingerprinting and a biannual short training program provided by the Florida Department of Law Enforcement (FDLE). An authorization and consent for release of personal information form shall be completed and acknowledges that Sarasota County Government and the Sarasota County Sheriff's Office may conduct an investigation of criminal history information on file in local, state or federal agencies. A Secure Criminal Justice Information Services (CJIS) Facilities Addendum is attached hereto and incorporated herein and details the security requirements.
- B. All Contractor personnel who shall perform services in designated Sarasota County facilities must pass FDLE's CJIS background checks. Sarasota County shall provide the forms to the Contractor for completion. Said forms shall be forwarded to the County to perform the background checks for acceptance or rejection before the Contractor's personnel may enter County facilities to provide the services herein described.
- C. The County reserves the right, in its sole discretion, to preclude or deny access to any person known to be or thought to be a security risk. Failure of the Contractor's personnel who shall perform services in Sarasota County facilities to pass the CJIS clearance may result in termination of the Contract.
- D. The Contractor shall ensure that unauthorized persons cannot gain access to rooms, areas, or building under the control of its personnel. At no time shall the Contractor violate building and/or room security by propping doors

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open and leaving them unattended, unless the County has provided its own security door monitor. All entrance and exit doors shall be secured at all times.

- E. Contractor staff working in the Judicial Center for the 12th Judicial Circuit Court shall also be required to complete an "Authorization and Consent for Release of Personal Information and Criminal Background Check" form provided by the Court.
- F. All work performed at the County's jail facilities shall require the Contractor's employees to provide a Vendor Tool Inventory pursuant to the rules and regulations of the Sarasota County Sheriff's Office. The County's jail facilities shall provide the Contractor's employees with the Vendor Tool Inventory form to complete as directed by County Jail staff. The Vendor Tool Inventory form requires the Contractor to list all inventory brought into the jail and out of the jail, which shall be verified by County jail staff. The Contractor's tools, supplies, and equipment shall, at all times, remain in the direct physical possession and control of the Contractor. Any missing tools, supplies, or equipment shall be reported to the Jail Receiving Deputy or designee as soon as it is known.

12. SECURITY REQUIREMENTS

- A. The Contractor shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, or property, or disrupt detention or court operations. The Contractor shall not pass or deliver any item or information to inmates or from one inmate to another inmate or accept or provide any gift from an inmate.
- B. The Contractor shall permit the security of the institution to be maintained at all times. Contractor shall cooperate fully with agency authorities regarding institution security; security measures under the general direction of the agency and the maintenance supervisors shall be observed.

13. PERMITS

The Contractor is responsible for determining if a permit is required for any Work Order and shall obtain all necessary permits. The Contractor's invoices for permits shall include supporting documentation, clearly showing the cost paid out-of-pocket by the Contractor for the permit. The Contractor shall be reimbursed for the cost of the permit fee only. No percent markup shall be paid to the Contractor for permit fees.

14. WARRANTY

All work and materials provided by the Contractor shall be fully warranted from the date of County's acceptance of the work for a period of one year, or for the

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standard warranty period provided by the Contractor or by the materials manufacturer, whichever is greater.

15. HOURS OF WORK

- A. Standard working hours are defined as Monday through Friday between 7:00 a.m. - 5:00 p.m.
 - i. Weekend, after/early hours, and Holiday work may be performed upon written approval of the County. There shall be no additional cost considered for working these hours for convenience.

16. INVOICING

- A. The Contractor's Corrective Maintenance invoices shall include the PO and WO numbers.
- B. The Contractor shall provide supporting documentation for each invoice submitted to the County.
- C. All Preventive Maintenance shall be provided during normal business hours at the rate provided on the Fee Schedule for Preventive Maintenance.
- D. All Corrective Maintenance provided during normal business hours shall be paid at the Non-Emergency/Regular Hours hourly rate as provided on the Fee Schedule.
- E. All Corrective Maintenance provided after normal business hours shall be pre-approved in writing by the County's project manager and shall be paid at the Emergency/After Hours hourly rate provided on the Fee Schedule.
- F. Emergency service-related calls shall only be performed with written approval of the County and shall be paid at the Emergency/After Hours hourly rate provided on the Fee Schedule.
- G. The Contractor shall only invoice for time spent on the job at the rate listed on the Fee Schedule. Hourly charges are to begin when the appropriate technician arrives at the jobsite. All trip charges, mileage, vehicle charges, travel time and labor shall be included in the hourly rate as outlined in the Fee Schedule.
- H. The Contractor's invoices for non-original manufacturer parts and equipment shall include a documentation clearly showing the total cost paid by the Contractor for non-original manufacturer the equipment, parts and materials and show the percent markup, as listed on the Fee Schedule.

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- I. The Contractor's invoices for original manufacturer parts and equipment shall include a documentation clearly showing the total cost paid by the Contractor for original manufacturer equipment, parts and materials and show the percent markdown, as listed on the Fee Schedule.
- J. The Contractor's invoices for subcontracted services shall include a copy of the subcontractor's invoice to the Contractor and show the percent markup, as listed on the Fee Schedule.

(END EXHIBIT A)

**EXHIBIT B
FEE SCHEDULE**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Preventative Maintenance: Standby - 100kW - 350kW	QUARTERLY	\$450.00
2	Preventative Maintenance: Standby - 400kW - 800kW	QUARTERLY	\$450.00
3	Preventative Maintenance: Standby - 850kW - 2000kW	QUARTERLY	\$450.00
4	Preventative Maintenance: Portable - 50kW - 250kW	QUARTERLY	\$450.00
5	Preventative Maintenance: Portable - 300kW - 500kW	QUARTERLY	\$450.00
6	Preventative Maintenance: Portable - 550kW - 800kW	QUARTERLY	\$450.00
7	Preventative Maintenance: CPMS Units - 100kW - 350kW	MONTHLY	\$450.00
8	Preventative Maintenance: CPMS Units - 400kW - 800kW	MONTHLY	\$450.00
9	Preventative Maintenance: CPMS Units - 850kW - 2000kW	MONTHLY	\$450.00
10	Corrective Maintenance: Service Technician for electrical mechanical equipment work: Non-Emergency/Regular Hours	PER HOUR	\$137.00
10	Corrective Maintenance: Service Technician for pump work: Non-Emergency/Regular Hours	PER HOUR	\$137.00
11	Corrective Maintenance: Service Technician for electrical mechanical equipment work: Emergency/After Hours	PER HOUR	\$205.00
12	Corrective Maintenance: Service Technician for pump work: Emergency/After Hours	PER HOUR	\$205.00
13	Corrective Maintenance: Percent markup up to be applied to the actual cost of new non-original manufacturer parts, equipment, and materials.	PERCENTAGE	20%
14	Corrective Maintenance: Percent markdown to be applied to the actual cost of new original manufacturer parts, equipment, and materials.	PERCENTAGE	10%
15	Corrective Maintenance: Percent markup up to be applied to the actual cost of pre-approved subcontractor services.	PERCENTAGE	20%
16	Corrective Maintenance: Load Testing < =399 KW	EACH	\$1,200.00
17	Corrective Maintenance: Load Testing >= 400 KW	EACH	\$2,000.00

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor shall be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

EXHIBIT C
INSURANCE REQUIREMENTS

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$500,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

SECURE CJIS FACILITIES ADDENDUM

Physical and logical access to secure facilities

I. BACKGROUND

The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.6 mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the CJIS Security Policy (hereinafter referred to as CSP). Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/County IT personnel, and private contractors.

The subject of non-criminal justice governmental personnel and private contractors is addressed in Sections 5.1.1.4 of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy.

II. PURPOSE

This Addendum establishes procedures and policies that will guide the parties to comply and adhere to the CJIS Security Policy pertaining to non-governmental personnel and private contractors.

These procedures will include the incorporation of the latest Security Addendums, fingerprint based background check, and the appropriate level of Security Awareness Training.

III. BACKGROUND CHECKS

It may at times be necessary for contracted personnel to have unescorted access to judicial offices and other area containing certain criminal justice records/information. Before access is allowed, contracted personnel must complete a fingerprint passed back ground check as stated in CSP.

An authorization and consent for criminal background check form will be provided by the Sheriff/County. All contracted personnel who will provide the services herein described are required to complete, sign and return the authorization form. By signing the authorization and consent for release of personal information form, the contractor's personnel acknowledge that Sarasota County Government and the Sarasota County Sheriff's Office may conduct an investigation of criminal history information on file in local, state and national databases. The contractor shall forward the completed forms to Sarasota County Sheriff's Office Local Agency Security Officer (LASO) to perform the background checks for acceptance or rejection.

III. APPROVAL AND REPLACEMENT OF PERSONNEL

The Sheriff/County shall have the right to approve all contractor personnel assigned to provide services to secure CJIS facilities. Prior to providing services, the contractor shall provide at least 10 days written notice of the names and qualifications of the contractor personnel assigned to perform the services pursuant to the agreement. The contractor and any subcontractor being used by the contractor will be required to comply with the Criminal Justice Information Security Policy (CSP).

The Sheriff/County, on a reasonable basis, shall have the right to require the removal or replacement of any of the contracted personnel performing services, at any time during the term of the agreement. The Sheriff/County will notify the contractor in writing in the event the Sheriff/County requires such action. The contractor shall accomplish removal within forty-eight (48) hours after receipt of the notice from the Sheriff/County and shall promptly and within a time framed agreed by both parties replace such person with another person, acceptable to the Sheriff/County. The Sheriff's Office LASO and/or County shall be notified as soon as possible if any contracted employee is no longer employed by the contractor or providing further service to the Sheriff/County.

IV. REMOTE ACCESS

Any contractor requiring remote access will be provided with administrative level unique log-in credentials to all servers, networks, databases and work stations that will be involved in the specific project. The remote connection will be secured via an approved FIPS 140-2 encrypted method. Contractors/vendors shall not disclose to any third parties any information contained in the Sheriff/County servers, networks, databases and workstations and shall not disclose any information to other employees of the contractor unless directly related to the services provided.