

Services Agreement

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("School Board") does hereby retain the services of **Site Secure, Inc.** with an address of **627 Progress Way, Sanford, Florida 32771** hereinafter called ("**Contractor**") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services: Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance as listed in Exhibit A, as may be required in accordance with procedures and terms provided herein.

Said services shall be completed to the satisfaction of the designated District Administrator responsible for the oversight of services provided by the **Contractor**.

Services shall be considered complete upon approval of the District Administrator responsible for the oversight of services provided by the **Contractor**.

The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional **Contractors** will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the **School Board**.

2. **Location of Services.** Performance of services cited above will be conducted at: Various District facilities, on an as needed basis.

3. **Term.** The term of this agreement shall be from **December 1, 2009** until **November 30, 2012**, unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive one of the following:

- A. A fixed fee of- see Exhibit B.
- B. At the rate of N/A per N/A up to a maximum of \$ N/A as compensation for all work and services performed for the **School Board**.

Expenses are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

Payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

7. **Insurance and Indemnification.** The **Contractor** agrees to indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Osceola County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or

property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

11. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.

15. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. **Copyrights.** The **Contractor** is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the **School Board** has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to **School Board** business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as

reproducible by **Contractor** may not be copied by the **School Board** provided that such material was copyrighted by **Contractor** before performance under this agreement and was not developed specifically for **School Board** under this Services Agreement.

17. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

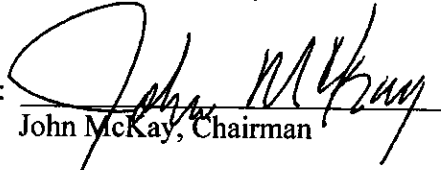
18. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to **Contractor** or its principals.

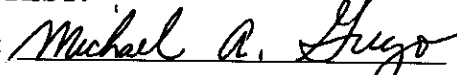
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA:**

By: 
John McKay, Chairman

Date Approved: December 1, 2009

ATTEST:

By: 
Michael A. Grego, Ed.D, Superintendent

CONTRACTOR: Site Secure, Inc.

By: 

Print Name: Randy Pinkham

Title: Vice President

Date: 12-Nov-2009

ATTEST:

By: 

Print Name: Lisa Daggett

Title: Operations Coordinator

YEAR	FND	CNTR	ROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to Risk Management Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Index of Exhibits

- Exhibit A- Scope of Services
- Exhibit B- Unit Labor Rates/Material Costs
- Exhibit C- Task Assignment

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT A- SCOPE OF SERVICES

Scope of Services are detailed in RFP# SDOC 10-P-025 CJ. Task Assignments will be issued for all work awarded to the Contractor.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT B- UNIT LABOR RATES/MATERIAL COSTS

Contractor shall list a complete fee schedule to be referred to when proposing services for each project assigned by the School District of Osceola County. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in the Task Assignment- Exhibit C.

Fees, which shall be inclusive of all overhead of Contractor, for basic services and additional services (only when approved in writing by the School Board), be reimbursed at the following hourly rates:

In the event the School Board requires additional services, Site Secure, Inc. (Contractor) will be required to complete a Task Assignment using the following hourly rates:

SEE ATTACHED TAB SHEET

Exhibit B

SDOC 10-P-025 CJ TAB SHEET Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Read By: Selection Committee Recorded By: Cheryl Jessee		SiteSecure, Inc. 627 Progress Way Sanford, FL 32771		
Section 1, Item #	Retrofit Design, Installation, Emergency Service and Maintenance	Hourly Rates (M-F 7:30AM-4:30PM)	Hourly Rates (M-F 4:30PM-7:30AM)	Emergency Weekend & Holiday Rates
1	Installer - FASA/BASA	\$ 45.00	\$ 45.00	\$ 45.00
2	Crew Leader/Foreman - FASA/BASA	\$ 62.00	\$ 62.00	\$ 62.00
3	Technician - FASA/BASA, NICET Level 1	\$ 62.00	\$ 62.00	\$ 62.00
4	Supervisor - FASA/BASA, NICET Level 2	\$ 75.00	\$ 75.00	\$ 75.00
5	Project Manager - FASA/BASA, NICET Level 3	\$ 75.00	\$ 75.00	\$ 75.00
6	General Manager - FASA/BASA, NICET Level 3	\$ 85.00	\$ 85.00	\$ 85.00
7	General Manager - FASA/BASA, NICET Level 4	\$ 85.00	\$ 85.00	\$ 85.00
8	Design Engineer FASA/BASA	\$ 62.00	\$ 62.00	\$ 62.00
9	Professional Engineer - State of Fl. Professional Engineers License	\$ 95.00	\$ 95.00	\$ 95.00
10	If on retainer, List Company Information	N/A		

Exhibit B

SDOC 10-P-025 CJ TAB SHEET Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Read By: Selection Committee Recorded By: Cheryl Jessee		SiteSecure, Inc. 627 Progress Way Sanford, FL 32771	
Section 2, Item #	Manufacturer	Discount off MSRP	Copy of MSRP Attached?
11	Silent Knight	33.30%	YES
12	ELK, Batteries	20%	YES
13	Wheelock, Notification Devices	33.30%	YES
14	DITEK, Surge Protectors	20%	YES
15	Other Manufacturer of equipment that could be covered under the scope of this Bid. Manufacturer's Name	%	
16	Other Manufacturer of equipment that could be covered under the scope of this Bid. Manufacturer's Name	%	
17	If more space is need for additional Manufacture's attached separate sheet listing Manufacturer's Name & Discount off MSRP.	%	
18	Cost Plus % Markup on Miscellaneous Installation Materials.	18%	

Exhibit B

SDOC 10-P-025 CI TAB SHEET Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Read By: Selection Committee Recorded By: Cheryl Jessee		SiteSecure, Inc. 627 Progress Way Sanford, FL 32771		
Sample Price Sheet, No Substitutes or Alternates are				
Section 2, Item #	Description	MSRP	Discount % Off	District's Unit Cost
19	SILENT KNIGHT, Model #5496 Additional NAC circuits	\$ 508.20	33.3%	\$ 338.47
20	SILENT KNIGHT, Modl #RPS-1000, Additional NAC Circuits, I/O points, 24 VDC power, etc	\$ 764.00	33.3%	\$ 508.83
21	SILENT KNIGHT, Model #RPS-2000, Additional NAC Circuits, I/O points, 24 VDC power, etc	\$ 1,880.00	33.3%	\$ 1,252.08
22	SILENT KNIGHT, Model #RAA-1000, Remote Annunciator	\$ 448.80	33.3%	\$ 298.90
23	SILENT KNIGHT, Model #RAA-2000, Remote Annunciator	\$ 590.00	33.3%	\$ 392.94
24	IDP-Photo Smoke Detector	\$ 76.00	33.3%	\$ 50.62
25	IDP-Heat Detector	\$ 74.00	33.3%	\$ 49.29
26	SSD2 Photo Smoke Duct Detector	\$ 178.50	33.3%	\$ 118.88

Exhibit B

SDOC 10-P-025 CJ TAB SHEET Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Read By: Selection Committee Recorded By: Cheryl Jessee		SiteSecure, Inc. 627 Progress Way Sanford, FL 32771		
Section 2, Item #	Description	MSRP	Discount % Off	District's Unit Cost
27	SSDCOIL Required for remote test of SSD2	\$ 18.00	33.3%	\$ 11.99
28	DP-6AB 6" Detector Base	\$ 12.50	33.3%	\$ 8.33
29	IDP-Relay Module	\$ 84.00	33.3%	\$ 55.95
30	IDP-Relay-6 Multi Relay Module	\$ 410.00	33.3%	\$ 273.06
31	IDP-Monitor Input Module (Class A or B)	\$ 66.00	33.3%	\$ 43.96
32	IDP-Minimum Mini Input Module	\$ 56.00	33.3%	\$ 37.30
33	IDP-Control Notification Module	\$ 88.50	33.3%	\$ 58.94
34	IDP-Control-6 Notification Multi Module	\$ 430.00	33.3%	\$ 286.38
35	SSRTS451KEY Remote Test Switch for Photo Duct Detector	\$ 72.50	33.3%	\$ 48.26
36	IDP-Pull-DA Dual Action Pull Station	\$ 100.00	33.3%	\$ 66.66

Exhibit B

SDOC 10-P-025 CJ TAB SHEET Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Read By: Selection Committee Recorded By: Cheryl Jessee		SiteSecure, Inc. 627 Progress Way Sanford, FL 32771		
Section 2,				
Item #	Description	MSRP	Discount % Off	District's Unit Cost
37	Wheelock Strobe RSS-24MCW-FR	\$ 55.00	33.3%	\$ 36.63
38	Wheelock Horn/Strobe NS-241575W-FR	\$ 68.60	33.3%	\$ 45.88
39	Fiber Converter F485C	\$ 350.00	33.3%	\$ 233.10
40	TOTALS (Items #19-39)			\$4,216.45
Section 3,	Total Turn-Key Pricing for Fire Alarm Equipment Installed in Wet and Dry Portables	Total Turn-Key Pricing		
Item #				
41	Total Turn-Key Pricing for Fire Alarm Equipment Installed in a "Wet" Portables		\$900.00	
42	Total Turn-Key Pricing for Fire Alarm Equipment Installed in a "Dry" Portables		\$900.00	

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the Fire Alarm Systems, Retrofit Design, Installation, Emergency Service and Maintenance Agreement dated _____, 20__ between The School Board of Osceola County, Florida (Owner) and _____ (Contractor) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Contractor to provide additional services authorized by the School Board's representative, when deemed necessary.

II. METHOD OF COMPENSATION

Payment shall be in accordance with the Services Agreement. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed _____ DOLLARS (\$0.00) allowing an additional _____ DOLLARS (\$0.00) for reimbursable expenses for a total not-to-exceed fee of _____ DOLLARS (\$0.00) payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Task Assignment.

III. WARRANTY

The Contractor warrants that the plans, specifications, and studies produced as a result of this Task Assignment are complete, correct, and suitable for the purpose intended.

IV. PROCESS

The following Task Assignment Process shall be followed when additional services are required. The Contractor shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to School Board for review, revision, and approval.

The Contractor, at minimum, shall be required to provide the following detail in their proposal:

- Attachment 1- Scope of Work
- Attachment 2- Project Schedule
- Attachment 3- Contractor's Project Team Members
- Attachment 4- Total Cost for Services
- Attachment 5- Truth In Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit C are required for a complete Task Assignment to this Professional Services Agreement. The School Board authorizes the Chief Facilities Officer or designee to sign all Task Assignments equal to or less than \$3,000, the Superintendent to sign all Task Assignments less than \$25,000. All Task Assignments equal to or greater than \$25,000 must be approved by the School Board.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 1- SCOPE OF WORK

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, School Board and Contractor agree, by signature, to the details negotiated in this Task Assignment.

(Contractor shall provide a complete and detailed written scope of work for the project.)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 2- PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the District. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the District's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

School Board's Project Manager and Contractor shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Final Completion for the Work established by this Task Assignment shall be on or before **XX/XX/XXXX**. Accordingly, the contract period for the Work is established as **XX** calendar days from the Notice to Proceed document (based on **XX/XX/XXXX**).

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 3- CONTRACTOR'S PROJECT TEAM MEMBERS

Contractor shall provide the **name, title, and responsibility** for each of the Contractor's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment.

(Contractor to attach list of project team members for this project)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 4- TOTAL COST FOR SERVICES

Contractor shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work (Attachment 1) detailed in this Task Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates/Material Costs in Exhibit B.

(Contractor to attach proposal)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 5- TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Osceola County, Florida and _____, dated _____, 20__, are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared _____ [name of affiant and title] of _____ [name of Contractor] who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2009

By: _____ [name of affiant].

He/she is personally known to me _____; or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

Signature Page

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

OWNER:
The School Board of Osceola County, Florida

CONTRACTOR:
Site Secure, Inc.

By: _____
Michael A. Grego, Ed.D, Superintendent

By: _____

Date Approved: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

(Insert appropriate signature page.)