

**AGREEMENT FOR  
SECURITY ACCESS – JUDICIAL CENTER ANNUAL MAINTENANCE AGREEMENT  
CERTIFIED “GE STRATEGIC PARTNER FOR DIAMOND II & FACILITIES  
COMMANDER**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **QUALIFIED SYSTEM CONTRACTING INC.**, hereinafter called the "Contractor," duly authorized to conduct business in the State of Florida, located at 6708 Benjamin Road, Suite 100, Tampa, FL 33634.

**WHEREAS**, the COUNTY has determined that it is necessary, expedient and in the best interest of the COUNTY to retain, obtain or employ the Contractor to render and perform Security Access – Judicial Center Annual Maintenance Agreement in the manner set forth in this Agreement; and

**WHEREAS**, County caused a public announcement to be made, distributed and published, requesting proposals (RFP #10-0674BS), for the selection of a Contractor;

**WHEREAS**, this Agreement is the result of competitive procedures instituted by the County; and

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**WITNESSETH**

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**ARTICLE 1. SCOPE OF SERVICE**

Contractor covenants and represents to County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

## **ARTICLE 2. CONTRACT DOCUMENTS**

Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Service
- Attachment "B" --- Compensation Schedule
- Attachment "C" --- Special Conditions
- Attachment "D" --- Certificate of Insurance

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

## **ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS**

Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no employee of Contractor or employee of the County may authorize any increase in total compensation unless authorized in writing by both parties.

## **ARTICLE 4. CONTRACT TERM**

- A. Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for one (1) year from the date of its execution.
- B. This Agreement may be amended for four (4) additional periods, each of one (1) year in duration.

## **ARTICLE 5. TERMINATION**

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

**ARTICLE 6. NOTICES**

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor:      Qualified Systems Contracting Inc.  
Attn: Mr. Carl Stark, Vice President  
6708 Benjamin Road, Suite 100  
Tampa, FL 33634

If by hand delivery:            Qualified Systems Contracting Inc.  
Attn: Mr. Carl Stark, Vice President  
6708 Benjamin Road, Suite 100  
Tampa, FL 33634

If mailed to County:            Manatee County Government  
Public Safety Department  
Attn: Director  
2101 – 47<sup>th</sup> Terrace East  
Bradenton, FL 34203

If by hand delivery:            Manatee County Government  
Public Safety Department  
Attn: Director  
2101 – 47<sup>th</sup> Terrace East  
Bradenton, FL 34203

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

**ARTICLE 7. GENERAL CONDITIONS**

A:      MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to

County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

- B: **COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C: **CONTRACTUAL LIABILITY.** The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or SubContractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- D: **NON-ASSIGNABILITY.** Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.
- E: **Contractor's REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

## **ARTICLE 8. INDEMNIFICATION**

Contractor shall indemnify, keep and save harmless the County, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the negligent performance of or intentional failure to perform the Scope of Services required by this Agreement or the terms of this Agreement. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, Contractor shall, at its own expense, satisfy and discharge the same up to and including an amount equal to the total fees earned or to be earned under the terms of this Agreement. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's negligent performance or intentional failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

## **ARTICLE 9. INSURANCE**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force during the period of Contractor's Scope of Services under this Agreement, amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon prior, written Agreement by and between Contractor and County, Contractor shall procure additional insurance for a term as may reasonably be requested by the County to protect the County from liability, during any such term.

Until such time as the specified insurance is no longer required under this Agreement the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is

not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

#### **ARTICLE 10, CONVEANTS OF THE COUNTY**

The County hereby covenants and agrees:

- A. Director, Public Safety Department, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.
- B. The County shall make available at no cost to the Contractor all data relative to the project that is required by the Contractor for the performance of the Scope of Services.
- C. The County shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Contractor and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Contractor's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Contractor.

#### **ARTICLE 11. COVENANTS OF THE CONTRACTOR**

Contractor hereby covenants and agrees:

- A. Carl Stark, Vice President, is hereby appointed as Contractor's Agent with respect to the services to be performed by the Contractor pursuant to this Agreement. The Contractor's Agent shall have the authority without limitation, to make representations on behalf of Contractor, receive information, and interpret and define the needs of Contractor and make decisions pertinent to services covered by the Agreement. Contractor's Agent shall have the right, from time to time, to designate such other employees of Contractor's as they desire, to serve in their absence. Contractor reserves the right to designate a different agent, provided that the County is given written notice thereof.
- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which is not in conflict with this Agreement.
- D. That Contractor shall be responsible for collecting all existing data required for the successful completion of each task.
- E. That Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.
- F. Contractor shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Contractor shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, transportation engineering design, construction and additional services; consultations, investigation and reports and the like, including all other information to be provided to the Contractor by others and necessary for the execution of Contractor's work under the Agreement, as amended. The County shall, however, hold Contractor fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

## **ARTICLE 12. DISPUTE RESOLUTION**

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, Contractor shall submit his claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by County's Contract Manager or the Manatee County Purchasing Manager, constituting a material change in this Agreement will not be final until approved by the Board of County Commissioners. If such dispute involves the percentage of task completed by Contractor, County shall, as promptly as reasonably possible after resolution of such dispute, forward payment to Contractor of any amount determined to be due and owing.

The services shall be performed by the Contractor to the reasonable satisfaction of the County, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

## **ARTICLE 13. INFORMATION REPORTS**

The Contractor shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

## **ARTICLE 14. LEGAL RESTRAINTS AND LIMITATIONS**

The Contractor acknowledges that the County, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The Contractor agrees that all professional services rendered or performed by the Contractor pursuant to the provisions of this Agreement, as amended, shall be in compliance therewith.

## **ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS**

The Contractor shall not sublet, assign or transfer any work under this Agreement to another Contractor or contractor, without the prior written consent of the County.



**ARTICLE 16. SOLICITATION OF CONTRACT**

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 Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**ARTICLE 17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida.

**ARTICLE 18. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

**ARTICLE 19. MISCELLANEOUS**

- A. The Contractor and the County agree that the Contractor, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement, as amended or in the performance of any duties pursuant to this Agreement.
  
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
  
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein,

and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

#### **ARTICLE 20. AMENDMENTS**

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

#### **ARTICLE 21. SEVERABILITY**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

#### **ARTICLE 22. HEADINGS**

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

#### **ARTICLE 23. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

N WITNESS WHEREOF, the parties have executed this agreement to furnish and deliver the required Security Access – Judicial Center Annual Maintenance Services.

**QUALIFIED SYSTEM CONTRACTING INC.,**

By: *[Signature]*

Print Name: DAVE TORGERSON

Title: PRESIDENT

Date: 4/28/10



*Diane Lapprad-Bobo*  
*4/28/10*

**MANATEE COUNTY GOVERNMENT**

By: *[Signature]* for the County

Print Name: WILLIAM HUTCHISON

Title: PUBLIC SAFETY DIRECTOR

Date: 05/06/10

## ATTACHEMENT "A" SCOPE OF SERVICES

### A.01 OVERVIEW

The Contractor (QSCI) will maintain in good condition all components of the security system including an annual software support agreement (separate document) for all software installed at the Judicial Center. The Contractor will perform all services specified in accordance with generally accepted professional standards and will perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, will conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The following generally describes the "Scope of Services" that will be the successful Proposer's responsibility.

### A.02 SPECIFIC SCOPE OF SERVICES

As part of the annual maintenance agreement, the Contractor will follow the proposed schedule for preventative maintenance inspections and remedial maintenance services:

- Semi-Annual:
  - o QSCI will perform (2) complete system test and inspections and generate a full report of any non-working equipment.
  - o Test all card readers and doors for proper operation, test and view all cameras for proper operation.
  - o Perform alarm testing by generating random system alarms and determine if all reporting functionality is operating properly.
  - o Repair, replace or adjust any non-working equipment as necessary to return to fully operational status.
- Ongoing:
  - o Provide software updates, patches and related as released from the manufacturer.
  - o Maintain all equipment so that it is working to the manufacturers specifications.
  - o Respond to all routine, emergency and extreme emergency calls from the County.

During our initial inspection, Qualified Systems did not note any items in need of repair that were either not under contract to be repaired currently, or were not already in the process of being repaired. Due to the size and complexity of the system, QSCI will perform a full operational system test upon award of the maintenance agreement. At that time, the County will be provided with a detailed

report of any equipment that is not functioning. Manatee County can then decide if the item should be removed from service or repaired/replaced before adding the item to the list of covered equipment.

This report will include details on the non-working piece of equipment, recommendations on bringing the item up to the manufacturer's specified operational status and a material and labor cost to do so.

In the event Manatee County installs new components not originally included in the proposal, Qualified Systems will provide a written price estimate to furnish and install the new equipment.

This estimate will be provided after a site inspection by an account manager or other qualified person in order to provide the county with the best pricing and estimate for the project.

### A.03 SERVICE RESPONSE PROCEDURES

All service calls should be scheduled through Qualified Systems Contracting, Inc. service dispatch number: (**Toll Free: 877-881-7724**) or electronically at [service@qualifiedsystems.net](mailto:service@qualifiedsystems.net). This phone number or email goes to our Service Dispatch Center at our Headquarters in Tampa, Florida. All service will be treated as a "Priority Service Request", because you have a Maintenance Contract. This gives Manatee County priority over other customers that are only being supported thru standard Time & Materials agreements or no agreements at all and ensures the quickest response.

If you have a small project estimated less than \$2,500.00 and you need it completed immediately you can also use this process. No charges will be applied for the assessment but a technician will respond as quickly as possible to assess the situation and provide a quote to complete the work. If there are any unknown concerns an estimated cost can be provided with a "NOT TO EXCEED" price for reference. All other new proposals should go through your account manager in the local office.

Once a service request is made, our service dispatch manager will assign a technician to the task. The technician will contact the designated Manatee County representative for scheduling & follow through to completion of the repair or small project.

Upon completion of the initial assessment, repair or small project, our service department will document what work was performed and determine if a return visit is required. After each visit a Manatee County representative must sign off on the service request/small project completion form (work performed on that day). The

Qualified Systems Contracting technician must demonstrate that the work was completed to your satisfaction.

### **Calling the Dispatch Center:**

When a service call or small project request needs to be scheduled a Manatee County representative would take the following steps:

- Dial Qualified Systems Contracting, Inc. headquarters at **(877-881-7724)**. Dial (1) for the service dispatcher or email us at [service@qualifiedsystems.net](mailto:service@qualifiedsystems.net):
- **PLEASE CALL US FOR ALL EMERGENCY RELATED SERVICE!**
  1. Explain who you are and what the service request status is; routine, emergency or extreme emergency.
  2. Give a brief explanation of the work to be performed and how it should be scheduled (example: multi-trip visit required?).
  3. Provide the meeting location and who should be contacted once a Qualified Systems technician arrives to perform the work.

Below is the Qualified Systems response time schedule:

- Qualified Systems will provide **PRIORITY SERVICE** response for the Manatee County Judicial Center within (8) normal business hours of receipt of a service call for a "ROUTINE PROBLEM".
- Qualified Systems will provide **PRIORITY SERVICE** response for the Manatee County Judicial Center within (4) hours of receipt of a service call for an "EMERGENCY PROBLEM".
- Qualified Systems will provide **PRIORITY SERVICE** response for the Manatee County Judicial Center within (2) hours of receipt of a service call for an "EXTREME EMERGENCY PROBLEM".

\*\* All Qualified Systems installations and subsequent agreements include **FREE** 24/7 phone/remote Technical Support for all non-emergency questions.

### **A.04 SPARE PARTS**

Qualified Systems agrees to maintain the required inventory of spare parts as identified below with the following clarifications:

- A. Routine/"Off the shelf" parts commonly needing repair but not listed will be included in the standard inventory carried by a QSCI service technician. This includes door position switches, common locking hardware, common power

supplies and request to exit devices. This equipment is also readily available from a distributor or supplier within less than 4-8 hours.

- B. High dollar equipment replacement is much more difficult to maintain and requires an in depth discussion. QSCI shall work with the Manatee County Judicial Center to determine a complete list of all routine and non-routine parts in order to have the **most current** parts readily available for service calls and equipment repair. Also, it may benefit both parties to maintain this inventory on site, this will be discussed with on site staff upon award and review.
- C. STK equipment clarifications:
1. A Panasonic PTZ camera will be maintained in inventory for immediate repair or replacement as required.
  2. A Panasonic fixed camera will be maintained in inventory for immediate repair or replacement as required.
  3. Iclass Series HID readers are common repair parts and will be carried on service vehicles.
  4. Zenitel/Stentofon Intercom substations are commonly repaired equipment and will be maintained in inventory however, a complete list of replacement parts is not possible.
  5. An ACU control panel will be maintained.
  6. An ACU power supply will be maintained.
  7. Panasonic DVR – The correct DVR utilized at the Judicial Center is a GE Security DVR. A spare DVR will be made available.
  8. A Panasonic camera controller will be maintained.
  9. Dell Towers – Because computers are constantly changing and being upgraded a computer will not be maintained in inventory. A loaner computer would purchased local and immediately upon need.
  10. Fargo Card Printer – A loaner printer would be installed if the existing printer requires major repairs and needs to be sent back to the manufacturer.
  11. GE card photo camera – A spare badging camera will be maintained in inventory for immediate repair.
  12. Battery Back - common repair parts and will be carried on service vehicles.
  13. Pelco Monitors - A spare monitor will be maintained in inventory for immediate repair.

#### A.05 SOFTWARE SUPPORT SERVICES

The software support services to be provided by Qualified Systems are as follows:

- HELP DESK

- Qualified Systems (QSCI) will provide Manatee County Judicial Center with reasonable help desk assistance regarding the installation and implementation of the licensed software, and the identification, diagnosis and correction of errors.
  - QSCI will escalate any calls to the respective manufacturer (GE) in the event more assistance is required.
- MINOR ENHANCEMENTS/UPGRADES
- QSCI will provide Manatee County with copies of all security software upgrades, patches, fixes and updates at no additional cost to Manatee County. All labor for installation and configuration of said software will be covered under the maintenance agreement and will be no charge as long as the maintenance agreement is active.
- GE/MANUFACTURER ENHANCEMENTS
- GE's Standard Software Support Agreement, (SSA), includes access to a technical expert specializing in your product line, as well as, general support with operating systems, databases and networking questions. It also includes maintenance releases and new product features.

The GE Security Software Support Agreement and cost will be issued under separate agreement.

#### A.06 TECHNICAL SUPPORT ONLINE

In the event Manatee County has non-emergency technical questions, the following steps should be followed:

1. During normal business hours, Monday-Friday, 8AM – 4:30PM:
  - a. Call QSCI at **(877) 881-7724** and request the service department at extension 300.
  - b. Your call will be routed to the appropriate department for answering:
    - i. Technical support
    - ii. Sales support
    - iii. New service call
2. After hours support:



- a. Contact QSCI primary:
  - i. Wes Bobo
  - ii. Cell Phone: 813-356-8277
  - iii. Email: [wbobo@qualifiedsystems.net](mailto:wbobo@qualifiedsystems.net)
- b. Contact QSCI secondary:
  - i. David Dismukes
  - ii. Cell Phone: 813-466-8083
  - iii. Email: [ddismukes@qualifiedsystems.net](mailto:ddismukes@qualifiedsystems.net)

**ATTACHMENT "B"**  
**COMPENSATION SCHEDULE**

The cost of maintenance services by the Contractor pursuant to the scope of services is as follows:

Initial Maintenance Agreement: shall be provided for a period of (5) months with a months beginning May 1, 2010 and ending September 30, 2010. The monthly payment amount is \$3,333.00 and will be paid on a quarterly basis. The total not to exceed for this period is \$16,665.

Annual Maintenance Agreement: shall be provided for a period of (12) months with a months beginning October 1, 2010 and ending September 30, 2011. The monthly payment amount is \$3,333.00 and will be paid on a quarterly basis. The total not to exceed for this period is \$39,996.

The following is Qualified Systems Contracting, Inc. special labor rates for **MANATEE COUNTY GOVERNMENT** effective for (1) year from the date of executed contract. These rates apply to new installations and work not covered under the maintenance agreement, including, but not limited to, act of God repairs, moves/changes of existing equipment, reconfiguration of working equipment to better suit the user, damage or destruction caused by the end user or any entity working within the facility not authorized to work on the security system, etc.

**Normal Working Hours: (8:00am – 5:00pm) Monday thru Friday:**

- Installation Labor..... \$55.00 per hour
  - o New projects, including adds/moves/changes
  
- Project Management..... \$80.00 per hour
  - o New projects, including adds/moves/changes
  
- Service - (4) Hour Response Time..... \$80.00 per hour  
(see note 1)
  - o Does NOT apply under an executed maintenance agreement
  
- Service – (8) Hour Response Time..... \$80.00 per hour (see  
note 1)
  - o Does NOT apply under an executed maintenance agreement
  
- Technical Specialist (Network & programming)..... \$80.00 per hour
  - o New projects, including adds/moves/changes, as needed.

- Any special projects including network changes, report generation and other software/networking related issues not covered under the maintenance agreement.

**ATTACHMENT "C"**  
**SPECIAL CONDITIONS**

1. This agreement may be renewed by the mutual agreement of the parties for three (3) additional periods of one (1) year.
2. Compensation payable to Contractor for services rendered and expenditures incurred in providing the services identified in Attachment "A".
3. Contractor's invoice shall be in a form acceptable to County, provide specific details with respect to actual service units and/or hours of work incurred and include other such detail as may reasonably be requested by County.
4. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).
5. If this Agreement is renewed or extended as authorized the Contactor's pricing provided in Attachment "B" may be adjusted on the renewal date of the of this Agreement using the Bureau of Labor Statistics Consumer Price Index (CPI-U), U.S.A. 1982-84 equals 100. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed three (3%) percent annually, will be used to adjust the rates found in Attachment "B."

**ATTACHMENT "D"**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID J0  
QUALI47

DATE (MM/DD/YYYY)

01/22/10

<b>PRODUCER</b> Sihle Insurance Group - Clrwtr 2653 McCormick Dr Clearwater FL 33759 Phone: 727-531-6800 Fax: 727-531-6855  <b>INSURED</b> Qualified Systems Contracting Inc. 6708 Benjamin Road Tampa FL 33634	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A	Hartford Fire Insurance Co.
	INSURER B	Florida Retail Federation SIF
	INSURER C	
	INSURER D	
	INSURER E	
	<b>NAIC #</b> 02231	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT CONTRACTUAL  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21UENQD6275	12/02/09	12/02/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21UENQD6275	12/02/09	12/02/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	21HHUQD6353	12/02/09	12/02/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER	0520-39568	12/19/09	12/19/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 days notice of cancellation applies for non-payment of premium.

Certificate holder is Additional Insured as respects Commercial Liability as required by contract

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Manatee County Purchasing Division 1112 Manatee Ave West Ste 803 Bradenton FL 34205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.