

**TERM CONTRACT FOR MATERIALS AND SERVICES OF CONTROLLERS,
CABINETS WITH ETHERNET AND MISCELLANEOUS COMPONENTS
(IFB-602211-15/GCM)**

THIS AGREEMENT is dated as of the 15 day of April 20 15, by and between **TRAFFICWARE GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 522 Gillingham Boulevard, Sugar Land, Texas 77478, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide materials and services of controllers, cabinets with ethernet and miscellaneous components to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish materials and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required materials and services shall be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific

materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the materials and services required and shall state the dates for delivery of materials and services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR shall be delivered, as specified in such Release Orders as may be issued hereunder, within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement shall not exceed COUNTY's annual budgeted amount for purchase of Controllers, Cabinets with Ethernet and Miscellaneous Components.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order; but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as materials and services are furnished but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services therein, the name and address of CONTRACTOR, Release Order Number, Contract Number and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Public Works Department
1101 East First Street
Sanford, Florida 32771

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required hereunder and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval or acceptance of, nor payment for any of the materials and services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials and services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations.

Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement 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 CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all

claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request; provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements

of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage

is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this

Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Seminole County Public Works Department
1101 East First Street
Sanford, Florida 32771

For CONTRACTOR:

Trafficware Group, Inc.
522 Gillingham Boulevard
Sugar Land, Texas 77478

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

TRAFFICWARE GROUP, INC.


Allen Bishop, CFO, Secretary

By: 
JON NEWHARD, President

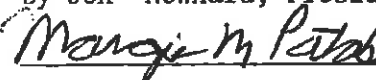
(CORPORATE SEAL)

Date: 10 APR 15

[Signatures and attestations continued on following page.]

State of Texas
County of Fort Bend

This instrument was acknowledged before me on April 10, 2015
by Jon Newhard, President and Allen Bishop, CFO of Trafficware Group, Inc.

 Notary



Term Contract for Materials and Services of Controllers,
Cabinets with Ethernet and Miscellaneous Components
(IFB-602211-15/GCM)

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SEMINOLE COUNTY, FLORIDA

Kellen Wayne
Witness
Kellen Wayne
Print Name

Lisa Spillman
Witness
LISA Spillman
Print Name

By: [Signature]
RAY HOOPER, Purchasing and
Contracts Manager
Date: 1/15/15

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney
AEC/lpk
1/13/15 3/25/15


P:\Users\Legal Secretary CSB\Purchasing 2015\IFB-602211.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order

EXHIBIT A

1

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Senior Procurement Analyst 407-665-7120 - Phone 407-665-7956 - Fax gmarrozos@seminolecountyfl.gov	IFB-602211-15/GCM TERM CONTRACT FOR SUPPLIES AND SERVICES OF CONTROLLERS, CABINETS WITH ETHERNET AND MISCELLANEOUS COMPONENTS
<p align="center"> <u>Bid Due Date</u> Date: February 18, 2015 Time: 2:00 PM (Eastern Standard Time) </p> <p align="center"> <u>Location of Public Opening:</u> Purchasing & Contracts Division, Conference Room 1301 E. Second Street, Sanford, FL 32771 </p>	
Proposer Name: Trafficware Group, Inc.	Federal Employer ID Number: 74-2019144
Mailing Address: 522 Gillingham City, State, Zip: Sugar Land, TX	If returning as a "No Submittal", state reason (if so, return only this page):
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: Texas List of Principals: _____	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers ¹ through ²:  Authorized Signature (Manual) _____ Date _____
Email Address: gregfreel@trafficware.com	Typed Name: Jon Newhard
Telephone Number: 281-240-7233	Title: CEO
Fax Number: 281-240-7238	Date: February 19, 2015

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 4
Price Submittal

IFB-602211-15/BJC – TERM CONTRACT FOR SUPPLIES AND SERVICES OF CONTROLLERS, CABINETS WITH ETHERNET AND MISCELLANEOUS COMPONENTS

Name of Bidder: Trafficware Group, Inc.

Mailing Address: 522 Gillingham, Sugar Land, TX 77478

Street Address: 522 Gillingham

City/State/Zip: Sugar Land, TX 77478

Phone Number: (281) 240-7233 FAX Number: (281) 240-7238

E-Mail Address: gregfreel@trafficware.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth.

Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, etc., indirect labor costs

SUBTOTAL GROUP I:	\$ <u>3,037,578.20</u>
SUBTOTAL GROUP II:	\$ <u>591,410.00</u>
SUBTOTAL GROUP III:	\$ <u>150,543.50</u>
TOTAL FOR GROUPS 1, II AND III:	\$ <u>3,779,531.70</u>

Item Description	Item Number	Unit Cost
GROUP 1 - Software/Hardware Description		
Trafficware Regional Traffic Signal Control Module	1	\$ 80,000.00
Trafficware Purdue System Module	2	\$ 75,000.00
Trafficware Traffic Responsive Module	3	\$ 40,000.00
Trafficware Transit Priority (TSP) Module	4	\$ 130,000.00
Trafficware WEB.now	5	\$ 40,000.00
Trafficware AVL.now Public Vehicle Tracking Module	6	\$ 395,000.00
Trafficware EMERGENCY.now	7	\$ 2,100,000.00
Trafficware ATMS.now Disaster Recovery Module	8	\$ 50,000.00
Trafficware ATMS.now Comm Server.exe to Windows Service Upgrade	9	\$ 20,000.00
Trafficware Custom Module (Per Hour)	10	\$ 200.00
Trafficware Local NTCIP Transit Priority (TSP) License	11	\$ 1,300.00
Trafficware Local ATC Software	12	\$ 950.00
Trafficware Mobile GPS/GIS Interface	13	\$ 10,500.00
Latest Synchro/SimTraffic from Trafficware	14	\$ 4,098.00
Latest 3D Viewer from Trafficware	15	\$ 1,148.85
Latest Warrants from Trafficware	16	\$ 631.35
Trafficware StreetSync License	17	\$ 5,000.00
Enhanced Adaptive License	18	\$ 9,000.00
SynchroGreen License	19	\$ 13,500.00
SynchroGreen One-Time per Project Setup and Training	20	\$ 11,500.00
SynchroGreen Additional 3-days of Training	21	\$ 7,500.00
Dell PowerEdge R720 Rack Server w/ 2 Processors or equivalent for Trafficware Equipment	22	\$ 8,500.00
Dell PowerEdge R720 Rack Server w/ 2 Processors & Microsoft SQL or equivalent for Trafficware Equipment	23	\$ 12,000.00
Dell Precision Workstation w/ 2 Processors or equivalent for Trafficware Equipment	24	\$ 5,100.00

Company Name: Trafficware Group, Inc.

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
Dell Latitude or equivalent for Trafficware Equipment	25	\$ 3,000.00
Dell Network Rack System or equivalent for Trafficware Equipment	26	\$ 5,800.00
Windows Surface PRO 3 or 4 - I7 - 256GB Tablet or equivalent w/Trafficware Interface Software Keyboard, Ethernet Adapter, & Case	27	\$ 2,500.00
Windows Surface PRO 3 or 4 - I7 - 256GB Tablet w/GPS or equivalent w/Trafficware Interface Software Keyboard, Ethernet Adapter, & Case	28	\$ 2,650.00
MinuteMan PRO1500RT UPS or equivalent for Trafficware Equipment	29	\$ 2,700.00
Total Group I		\$ 3,037,578.20
GROUP II - Labor Description		
Trafficware Regional Traffic Signal Control Software Integration	1	\$ 12,500.00
Trafficware Purdue System Software Integration	2	\$ 10,000.00
Trafficware Traffic Responsive Software Integration	3	\$ 15,000.00
Trafficware Transit Priority (TSP) Software Integration	4	\$ 45,000.00
Trafficware WEB.now Software Integration	5	\$ 18,500.00
Trafficware AVL.now Public Vehicle Tracking Software Integration	6	\$ 15,000.00
Trafficware EMERGENCY.now Software Integration	7	\$ 30,000.00
Trafficware ATMS.now Disaster Recovery Software Integration	8	\$ 10,000.00
Trafficware ATMS.now Comm Server.exe to Windows Service Upgrade Integration	9	\$ 7,500.00
Trafficware Custom Module Software (Per Hour) Integration	10	\$ 200.00
Professional Engineering Services on Trafficware Equipment	11	\$ 150.00
Software Engineering Services on Trafficware Software	12	\$ 175.00
On-site Service per day plus component expense for Trafficware Equipment	13	\$ 1,600.00
3-day on-site install/test for Trafficware Equipment	14	\$ 4,800.00
Install Server Software for Trafficware Equipment	15	\$ 2,700.00
Install Workstation Software for Trafficware Equipment	16	\$ 1,300.00
Technical Engineering Services for Trafficware Equipment	17	\$ 125.00
Implement Adaptive per intersection for Trafficware Controllers	18	\$ 4,800.00

Trafficware Group, Inc.
Company Name: _____

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
Implement Traffic Responsive plan selection per intersection for Trafficware Controllers	19	\$ 3,000.00
EMERGENCY.now yearly maintenance	20	\$ 220,000.00
PRIORITY.now (TSP) yearly maintenance	21	\$ 125,000.00
ATMS.now yearly Maintenance	22	\$ 8,000.00
Adaptive yearly Maintenance	23	\$ 48,000.00
Traffic Responsive yearly Maintenance	24	\$ 8,000.00
Repair Charge (parts not included) per hour	25	\$ 60.00
Total Group II		\$ 591,410.00
GROUP III - Field Hardware Description		
Trafficware ATC TS2-1 Controller	1	\$ 2,875.00
Trafficware ATC TS2-2 Controller	2	\$ 3,300.00
Trafficware 980-ATC TS2-1 Controller	3	\$ 2,850.00
Trafficware 980-ATC TS2-2 Controller	4	\$ 2,950.00
Trafficware ATC Controller Upgrade w/ Power Supply & Panel	5	\$ 1,750.00
Trafficware 980-ATC Controller Power Supply w/ Lower Panel	6	\$ 350.00
Trafficware TS2 Cabinet Power Supply	7	\$ 350.00
Trafficware MMU LCD w/ Ethernet	8	\$ 925.00
Trafficware Blank MMU Card	9	\$ 100.00
Trafficware BIU	10	\$ 300.00
Trafficware TS2 Detector (2-Channel Rack/LCD)	11	\$ 225.00
Trafficware TS2 Detector (4-Channel Rack/LCD)	12	\$ 350.00
Trafficware TS1 Shelf Detector (1-Channel)	13	\$ 165.00
Trafficware ISO Interface Panel	14	\$ 250.00
Trafficware Ped ISO Card	15	\$ 150.00

Company Name: Trafficware Group, Inc.

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
Trafficware TS2 Test Box	16	\$ 2,500.00
Trafficware SDLC Cable	17	\$ 85.00
Trafficware Chronomax Time Clock	18	\$ 285.00
Trafficware Chronomax Time Clock w/ Pigtail	19	\$ 300.00
Trafficware Ethernet Adapter Upgrade Kit for School Clock	20	\$ 750.00
Trafficware Detector Surge Surrrestor	21	\$ 10.00
Trafficware Cabinet Light Switch	22	\$ 8.50
Trafficware Cabinet Aux Light Panel for Street ID	23	\$ 55.00
Trafficware Dual Fan and LED Light Panel /w Dual Thermostat	24	\$ 300.00
Trafficware Resistor Pack w/ MOV & Terminal Block 1 bank Mounted on terminal block (4 banks in a Cabinet)	25	\$ 42.00
Fiber Interface Panel for a Trafficware Cabinet	26	\$ 350.00
LED Test Panel for a Trafficware Cabinet	27	\$ 400.00
Load Switch SSS-86-I/O for a Trafficware Cabinet	28	\$ 35.00
Flasher for a Trafficware Cabinet	29	\$ 35.00
Flash Relay for a Trafficware Cabinet	30	\$ 35.00
Solid State Contactor for a Trafficware Cabinet	31	\$ 174.00
Mercury Switch Contactor for a Trafficware Cabinet	32	\$ 155.00
Ground Bus Bar w/ Hardware for a Trafficware Cabinet	33	\$ 12.00
Label Kit w/ Switch Guards for a Trafficware Cabinet	34	\$ 35.00
Trafficware Type 4 Cabinet w/ Ethernet 516L MMU - Flush Mount Generator Hookup & Aux Relay As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	35	\$ 6,320.00

Company Name: Trafficware Group, Inc.

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
Trafficware TS2-1 980-ATC Controller & Type 4 Cabinet - w/ Ethernet 516L MMU - Flush Mount Generator Hookup & Aux Relay - As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	36	\$ 8,400.00
Trafficware Type 5 Cabinet w/ Ethernet 516L MMU - 32-Channels of Detection - Flush Mount Generator Hookup & Aux Relay - As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	37	\$ 7,800.00
Trafficware TS2-1 980-ATC Controller & Type 5 Cabinet w/ Ethernet 516L MMU 32-Channels of Detection - Flush Mount Generator Hookup & Aux Relay - As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	38	\$ 9,800.00
Trafficware Type 6 Cabinet (UPS-Ready) - w/ Ethernet 516L MMU - 32-Channels of Detection - Front & Rear Door - Flush Mount Generator Hookup & Aux Relay - Automatic Transfer Switch w/ Surge - As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	39	\$ 10,900.00
Trafficware TS2-1 980-ATC Controller & Type 6 Cabinet (UPS-Ready) w/ Ethernet 516L MMU - 32-Channels of Detection - Front & Rear Door - Flush Mount Generator Hookup & Aux Relay - Universal Automatic Transfer Switch w/ surge As per the Trafficware TS2 FL Seminole County Cabinet or Approved Equivalent	40	\$ 12,250.00
Paint Trafficware Cabinet Inside	41	\$ 500.00
Paint Trafficware Cabinet Outside	42	\$ 650.00
Trafficware Empty Cabinet Shell Size 5 w/ Fan & LED Light Panel Flush Mount Generator Hookup & Aux Relay	43	\$ 2,000.00
Trafficware Empty Cabinet Shell Size 6 w/ Fan & LED Light Panel Front & Rear Door Flush Mount Generator Hookup & Aux Relay	44	\$ 2,400.00
Flush Mount Generator Hookup for existing Trafficware Cabinet	45	\$ 750.00
Photo Cell adder to new Trafficware Cabinet	46	\$ 750.00
Trafficware Cabinet Size Increase adder (Price Per Inch)	47	\$ 500.00
Trafficware Base Extender (Price Per Inch)	48	\$ 15.00
Trafficware Shelf Mount Cabinet Rack adder	49	\$ 1,750.00
CyberLock for a Trafficware Cabinet	50	\$ 165.00
CyberKey (User) for a Trafficware Cabinet	51	\$ 130.00

Company Name: Trafficware Group, Inc. _____

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
CyberKey (Master) for a Trafficware Cabinet	52	\$ 200.00
CyberLock IR Encoder for a Trafficware Cabinet	53	\$ 100.00
CyberAudit Professional Software	54	\$ 950.00
CyberAudit Enterprise Software	55	\$ 17,000.00
Trafficware Cabinet 16-Channel Detection adder	56	\$ 1,650.00
Trafficware Cabinet 32-Channel Detection adder	57	\$ 3,000.00
Trafficware Detector Rack (1 or 2)	58	\$ 160.00
Trafficware 16-Channel Loop Interface Panel w/ Ped ISO Card	59	\$ 550.00
Trafficware 32-Channel Loop Interface Panel w/ Ped ISO Card	60	\$ 950.00
24v Shelf Mount UPS adder for a Trafficware Cabinet	61	\$ 5,500.00
48v Shelf Mount UPS adder for a Trafficware Cabinet	62	\$ 5,700.00
24v UPS Inverter for a Trafficware Cabinet	63	\$ 2,450.00
48v UPS Inverter for a Trafficware Cabinet	64	\$ 2,650.00
100Ah or greater GEL Battery for a Trafficware UPS	65	\$ 250.00
100Ah or greater AGM Battery for a Trafficware UPS	66	\$ 260.00
Premium 100Ah or greater AGM Battery for a Trafficware UPS	67	\$ 275.00
Battery Tender for a Trafficware Cabinet	68	\$ 210.00
Network Battery Monitor for a Trafficware Cabinet	69	\$ 800.00
Automatic Transfer Switch w/ Surge for a Trafficware Cabinet	70	\$ 580.00
Trafficware Battery Tray (Set of 4)	71	\$ 115.00
Trafficware Video Cable per ft	72	\$ 2.00
Trafficware Video Power Panel	73	\$ 495.00

Company Name: Trafficware Group, Inc.

IFB-602211-15/GCM

Item Description	Item Number	Unit Cost
Trafficware Video Power Supply	74	\$ 110.00
Trafficware Video IP Comm. Board w/ Cable	75	\$ 1,650.00
Trafficware Video BIU	76	\$ 300.00
Trafficware Video Rack Chassis	77	\$ 400.00
Trafficware WDR Video Detection Camera	78	\$ 1,200.00
Trafficware Thermal (FLIR) Video Detection Camera	79	\$ 2,200.00
Trafficware Video 1 channel processor	80	\$ 2,150.00
Trafficware Video 2 channel processor	81	\$ 3,150.00
Trafficware Video mounting kit	82	\$ 155.00
Trafficware Access Point kit (Valence Pod™)	83	\$ 2,850.00
Trafficware Base Station kit (Valence Pod™)	84	\$ 3,650.00
Trafficware Pod w/ Epoxy (Valence Pod™)	85	\$ 550.00
Trafficware Panel Antenna kit (Valence Pod™)	86	\$ 580.00
Trafficware Epoxy Tube (Valence Pod™)	87	\$ 55.00
Trafficware Epoxy Tube Gun (Valence Pod™)	88	\$ 160.00
Trafficware Accuwave Presence Microwave Detector	89	\$ Not Available
Trafficware Accuwave Interface Panel	90	\$ Not Available
Trafficware Accuwave Cable per ft	91	\$ Not Available
Total Group III		\$ 150,543.50

Company Name: Trafficware Group, Inc.

IFB-602211-15/GCM

EXHIBIT B

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

ORDER NUMBER:

OP

EXHIBIT B

FLORIDA SALES: 88-11-033915-630
FEDERAL SALES: 88-74-0012K

FLORIDA SALES DEPARTMENT - FORDHAM APT 3
COURTNEY L. FORDHAM
1011 N. W. 10TH ST. - COUNTY SERVICES BLDG. - PALM BEACH
SANFORD, FLORIDA 32771
PHONE (407) 885-7111 / FAX (407) 885-7006

Sample of Purchase Order



THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.O.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32773-0808
Attn: Payable Inquiries - Phone (407) 885-7101

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
BY: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-

perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under this order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

PRODUCER
MCGRUFF, SEIBELS & WILLIAMS OF GEORGIA, INC.
5605 Glenridge Drive - Suite 300
Atlanta, GA 30342

CONTACT

NAME:

PHONE
(A/C, No, Ext): 404 497-7500

FAX
(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Atlantic Specialty Insurance Company

27154

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Advanced Traffic Solutions, Inc. (ATS)
Trafficware, LLC
Trafficware Group, Inc.
522 Gillingham Drive
Sugar Land, TX 77478

COVERAGES

CERTIFICATE NUMBER: BZ6W7C65

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			711012943-0003	11/30/2014	11/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			711012943-0003	11/30/2014	11/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Deduct. 500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406038146-0004	11/30/2014	11/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY - E&O			711012943-0003	11/30/2014	11/30/2015	Technology E&O \$ 1,000,000 Data Privacy Protection \$ 1,000,000 Aggregate \$ 1,000,000 Deductible \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract Number (IFB-602211-15/GCM)

Seminole County Board of County Commissioners is included as Additional Insured on the General Liability policy referenced herein as required by written contract.

Where Additional Insured status is given, the coverage provided said Additional Insured is Primary and Non-Contributory over any other in force and collectible coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Seminole County Services Building
1101 East First Street
Sanford, FL 32771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE