



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.16.

3/23/2021

Subject:

Approval to Waive Venue and agree to Dispute Resolution Procedures of Seminole County in Dedicated Network Connection Contract

Fiscal Impact:

Dept/Office:

Information Technology

Requested Action:

It is requested that the Board of County Commissioners approve the use of the dispute resolution process in accordance with Seminole County's procedures and waive venue as stated in the draft contract for Dedicated Network Connection with Uniti Fiber. Request approval to give the County Manager authority to execute the contract and any amendments, extensions and renewals relating to the contract.

Summary Explanation and Background:

Seminole County has awarded a competitive bid under RFP-603969-20/TLR titled Dedicated Network Connection to vendor Uniti Fiber. The circuits awarded connect Seminole County and Brevard County Article V offices supporting the Eighteenth Judicial Circuit Court. The contract with Uniti Fiber must be a joint contract in order to provide secure connectivity. The contract increases the bandwidth from 100 MB/s to 1000 MB/s and adds an additional 1000 MB/s circuit for redundancy. Costs for the service, for Brevard County services, increase from \$9,900 annually to \$20,700 annually and will be funded by the Brevard County IT Department.

A Term Contract has been drafted between Seminole County, Brevard County, and Uniti Fiber and is attached. The contract was reviewed by Brevard County Attorney's office. The dispute resolution process and venue stated in the contract requires the Board's approval before the contract is executed.

Clerk to the Board Instructions:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

March 24, 2021

M E M O R A N D U M

TO: Jeff McKnight, Information Technology Director

RE: Item F.16., Approval to Waive Venue and Agree to Dispute Resolution Procedures of Seminole County in Dedicated Network Connection Contract

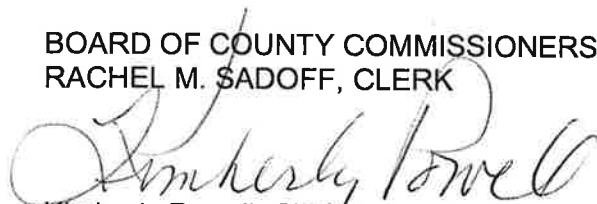
The Board of County Commissioners, in regular session on March 23, 2021, approved the use of the Dispute Resolution Procedures of Seminole County's procedures; waived venue as stated in the draft contract for Dedicated Network Connection with Uniti Fiber; and approved giving County Manager authority to execute the contract and any amendments, extensions, and renewals relating to contract. Enclosed are two fully-executed Contracts.

Upon execution by all parties, please return a fully-executed Contract to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encls. (2)

/ns

**TERM CONTRACT FOR DEDICATED NETWORK CONNECTION BETWEEN
UNITI FIBER LLC, SEMINOLE COUNTY, AND BREVARD COUNTY
(RFP-603969-20/TLR)**

THIS AGREEMENT is dated as of the 23 day of March 2021, by and between **UNITI FIBER LLC**, duly authorized to conduct business in the State of Florida, whose address is 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602, in this Agreement referred to as “**CONTRACTOR**”, **BREVARD COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Government Center C-205, 2725 Judge Fran Jamison Way, Viera, Florida 32940, in this Agreement “**BREVARD**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**SEMINOLE**”.

WITNESSETH:



WHEREAS, **BREVARD** and **SEMINOLE** desire to retain the services of a competent and qualified contractor to deliver a dedicated network connection between Seminole County and Brevard County; and

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

WHEREAS, **BREVARD** and **SEMINOLE** desire to share the cost of **CONTRACTOR**’s services equally by structuring this Agreement so that **BREVARD** and **SEMINOLE** will each issue its own Release Orders and pay its own invoices for the services rendered to them, respectively, by **CONTRACTOR**; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to BREVARD and SEMINOLE and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, BREVARD, SEMINOLE, and CONTRACTOR agree as follows:

Section 1. Services. BREVARD and SEMINOLE hereby retain CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders. This Agreement standing alone does not authorize the purchase of services or require BREVARD or SEMINOLE to place any orders for work.

Section 2. Term. This Agreement takes effect on the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties and continues for a period of three (3) years. At the sole option of BREVARD and SEMINOLE acting collectively, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, BREVARD and SEMINOLE 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 services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by BREVARD and SEMINOLE. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. BREVARD and SEMINOLE shall each issue their own respective Release Orders to CONTRACTOR for the work applicable to BREVARD and SEMINOLE, respectively. BREVARD and SEMINOLE make no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for BREVARD or SEMINOLE during the term of this Agreement. BREVARD and SEMINOLE each reserve the right to contract with other parties for the services contemplated by this Agreement when BREVARD or SEMINOLE determine it to be in their respective best interest to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. BREVARD and SEMINOLE shall compensate CONTRACTOR for the services provided under this Agreement, respectively, to BREVARD and SEMINOLE on a Fixed Fee basis at the rates as outlined in Exhibit C, Contract Pricing, attached to this Agreement as Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will 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 services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

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

(d) The original invoice for BREVARD must be sent to:

County Manager's Office
2725 Judge Fran Jamison Way, Building C, Room 203
Viera, FL 32940

And:

Brevard County Information Technology
2725 Judge Fran Jamison Way, Building C, Room 203
Viera, FL 32940

(e) The original invoice for SEMINOLE must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

One (1) of the invoice must be sent to both:

Seminole County Information Services Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 7. General Terms of Payment and Billing.

(a) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement 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.

(b) 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 BREVARD or SEMINOLE under the terms of the Agreement, CONTRACTOR shall refund such overpayment to BREVARD or SEMINOLE, respectively, within thirty (30) days of notice by BREVARD or SEMINOLE, respectively.

Section 8. No Waiver by Forbearance. BREVARD or SEMINOLE's review of, approval and acceptance of, or payment for the services required under this Agreement does not 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 is and will always remain liable to BREVARD and SEMINOLE, respectively, in accordance with applicable law for any and all damages to

BREVARD or SEMINOLE, respectively, caused by CONTRACTOR's negligent or wrongful provision of any of the services provided under this Agreement.

Section 9. Termination.

(a) BREVARD or SEMINOLE may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for BREVARD or SEMINOLE's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to BREVARD or SEMINOLE, respectively, 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 BREVARD or SEMINOLE, CONTRACTOR will 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 obligations under this Agreement, BREVARD or SEMINOLE, respectively, may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to BREVARD or SEMINOLE, respectively, for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) If either BREVARD or SEMINOLE, but not both, terminate this agreement, the other party may continue the Agreement with CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of BREVARD or SEMINOLE,

respectively. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of BREVARD and SEMINOLE 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. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall 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. CONTRACTOR shall 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 includes, but is not 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, BREVARD and SEMINOLE will each have the right to terminate the Agreement at their 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 shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with BREVARD or SEMINOLE or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of BREVARD or SEMINOLE has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of BREVARD and SEMINOLE before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to BREVARD and SEMINOLE for the services of any subcontractors under this Agreement.

Section 16. Indemnification of BREVARD and SEMINOLE. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify BREVARD and SEMINOLE, their commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or

related to CONTRACTOR's provision of services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide BREVARD and SEMINOLE 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). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** BREVARD and SEMINOLE, their officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall 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 named additional insureds as described in this subsection. The Certificate of Insurance must provide that BREVARD and SEMINOLE will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to BREVARD or SEMINOLE, respectively. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide BREVARD and SEMINOLE 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) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by BREVARD and SEMINOLE, CONTRACTOR shall provide

BREVARD and SEMINOLE with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by BREVARD or SEMINOLE nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of BREVARD and SEMINOLE, under this Agreement.

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

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must 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 that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall immediately notify BREVARD and SEMINOLE as soon as CONTRACTOR has knowledge of any such circumstance 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 BREVARD and SEMINOLE, CONTRACTOR will be deemed to be in default of this Agreement.

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

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

(A) CONTRACTOR's insurance must cover it for liability that 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 is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that 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 must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's 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 will 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 Worker's 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 is required to be the following:

\$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 must cover it for those sources of liability that 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. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

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

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional 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 must cover CONTRACTOR for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by BREVARD or SEMINOLE or BREVARD or SEMINOLE's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must 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 will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section 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 shall exhaust SEMINOLE's administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. SEMINOLE's administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. SEMINOLE's administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in SEMINOLE's administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during SEMINOLE's administrative dispute resolution procedures.

(c) In the event that SEMINOLE's administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of BREVARD, SEMINOLE, and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, BREVARD and SEMINOLE

shall each designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define the policy and decisions of BREVARD or SEMINOLE, respectively, pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall 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 who will keep BREVARD and SEMINOLE continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement 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 of this Agreement may 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 in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may 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 BREVARD or SEMINOLE for any purpose or in any manner whatsoever. CONTRACTOR is and will 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 have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to BREVARD or SEMINOLE's officers and employees, either by operation of law or by BREVARD or SEMINOLE, respectively.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by BREVARD or SEMINOLE.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges BREVARD and SEMINOLE'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 BREVARD and SEMINOLE are 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 this statute controls over the terms of this Agreement. Upon BREVARD or SEMINOLE's request, CONTRACTOR shall provide BREVARD or SEMINOLE, respectively, with all requested public records in CONTRACTOR's possession, or shall allow BREVARD or SEMINOLE, respectively to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by BREVARD or SEMINOLE in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that BREVARD or SEMINOLE 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) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to BREVARD or SEMINOLE, respectively, all public records in possession of CONTRACTOR, or keep and maintain public records required by BREVARD or SEMINOLE under this Agreement. If CONTRACTOR transfers all public records to BREVARD or SEMINOLE upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BREVARD or SEMINOLE, respectively, upon their respective request, in a format that is compatible with the information technology systems of BREVARD or SEMINOLE, respectively.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which BREVARD or SEMINOLE may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. 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 provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle BREVARD or SEMINOLE to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is 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

BREVARD and SEMINOLE 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 BREVARD or SEMINOLE of copyright or patent infringement, BREVARD or SEMINOLE, respectively, shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for BREVARD or SEMINOLE, respectively, the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to BREVARD or SEMINOLE that will allow continued use of the service or product. If none of these alternatives are reasonably available, BREVARD or SEMINOLE, respectively, shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to 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 will remain such until it has 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:

For BREVARD:

Brevard County Information Technology
2725 Judge Fran Jamison Way, Building C, Room 203
Viera, FL 32940

For SEMINOLE:

Seminole County Information Services Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Uniti Fiber LLC
107 St. Francis Street, Suite 1800
Mobile, AL 36602

Section 30. Rights at Law Retained. The rights and remedies of BREVARD and SEMINOLE provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with BREVARD and SEMINOLE. If BREVARD or SEMINOLE provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If BREVARD or SEMINOLE has a good faith belief that CONTRACTOR has knowingly violated this Section, BREVARD or SEMINOLE shall terminate this Agreement. If BREVARD or SEMINOLE terminates this Agreement with CONTRACTOR, CONTRACTOR

may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If BREVARD or SEMINOLE has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, BREVARD or SEMINOLE must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to BREVARD and SEMINOLE.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

UNITI FIBER LLC

Witness

Print Name

Witness

Print Name

By: _____



ROBERT LEITHMAN, Sr. Vice-President

Date: _____

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BREVARD COUNTY, FLORIDA

Witness

By: 

Print Name

Print Name: RITA PRITCHETT

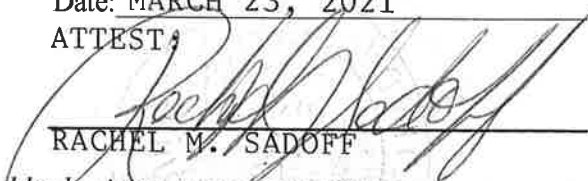
Witness

Title: CHAIR

Print Name

Date: MARCH 23, 2021

ATTEST:


RACHEL M. SADOFF

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
TAMMY ROBERTS, Procurement Administrator

Date: _____

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

County Attorney

DGS/lpk

2/25/21 3/4/21

T:\Users\Legal Secretary CSB\Purchasing 2021\RFP-603969 (Uniti).docx



Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order
- Exhibit C – Price Proposal
- Exhibit D - Affidavit of E-Verify Requirements Compliance

Part - 1 **Scope of Services**

SCOPE OF SERVICES: To provide all equipment and associated costs necessary, including project management and implementation, to deliver a dedicated network connection between the two counties at the following locations:

Seminole County:
Seminole County Public Safety Building (PSB)
150 Eslinger Way
Sanford, Florida 32773

And

Brevard County:
Government Center, C-205
2725 Judge Fran Jamieson Way
Viera, Florida 32940

At a minimum this solution must provide/include:

- Allow for and define separate billing
- A dedicated OR encrypted network connection between the two (2) Counties.
- Redundancy with automated failover
 - Redundancy may utilize existing Seminole County resource which include the County's internet connection and hardware (Cisco switches and Checkpoint Firewall).
- Allow for higher bandwidth capacity
- 24/7/365 Support
- Established platform with long-term support and stability
- Network solution with a 99.99% measured monthly per connection (*excluding pre-scheduled maintenance windows*)

Include your Service Level Agreement (SLA) detailing service(s), maintenance, and availability levels. The following schedule for monthly reoccurring charge credit by percentage shall apply for network unavailability:

- i. Under 5 minutes (99.99% availability) - No credit
- ii. 5 minutes up to 4 hours – 10%
- iii. 4 hours up to 8 hours – 15%
- iv. 8 hours up to 12 hours – 20%
- v. 12 hours up to 16 hours – 30%
- vi. 16 hours up to 24 hours 40%
- vii. 24 hours up to 48 hours – 50%
- viii. 48 hours and greater 100%

PROJECT UNDERSTANDING AND APPROACH

Each proposal shall include a statement detailing the proposer's understanding of, and planned approach to the solution contemplated in the Scope of Services. This statement shall include the following:

SCOPE OF SERVICES

Uniti Fiber is offering a managed connectivity solution of a primary circuit on the Uniti Fiber network and a redundant backup circuit over the Charter-Spectrum network. Each circuit arrangement is 1GB capable from the first day of service with separated billing as requested in this RFP.

The proposal includes all equipment and associated costs necessary, including project management and implementation, to deliver a dedicated network connection between the two counties at the following locations:

Seminole County: Seminole County Public Safety Building (PSB) 150 Eslinger Way Sanford, Florida 32773

And

Brevard County: Government Center, C-205 2725 Judge Fran Jamieson Way Viera, Florida 32940

The solution includes:

- Separate contracts and billing

- A dedicated 1GB network connection between the two (2) Counties.

- Redundancy with automated failover to a Spectrum/Charter link

- Scalable to higher bandwidth capacity

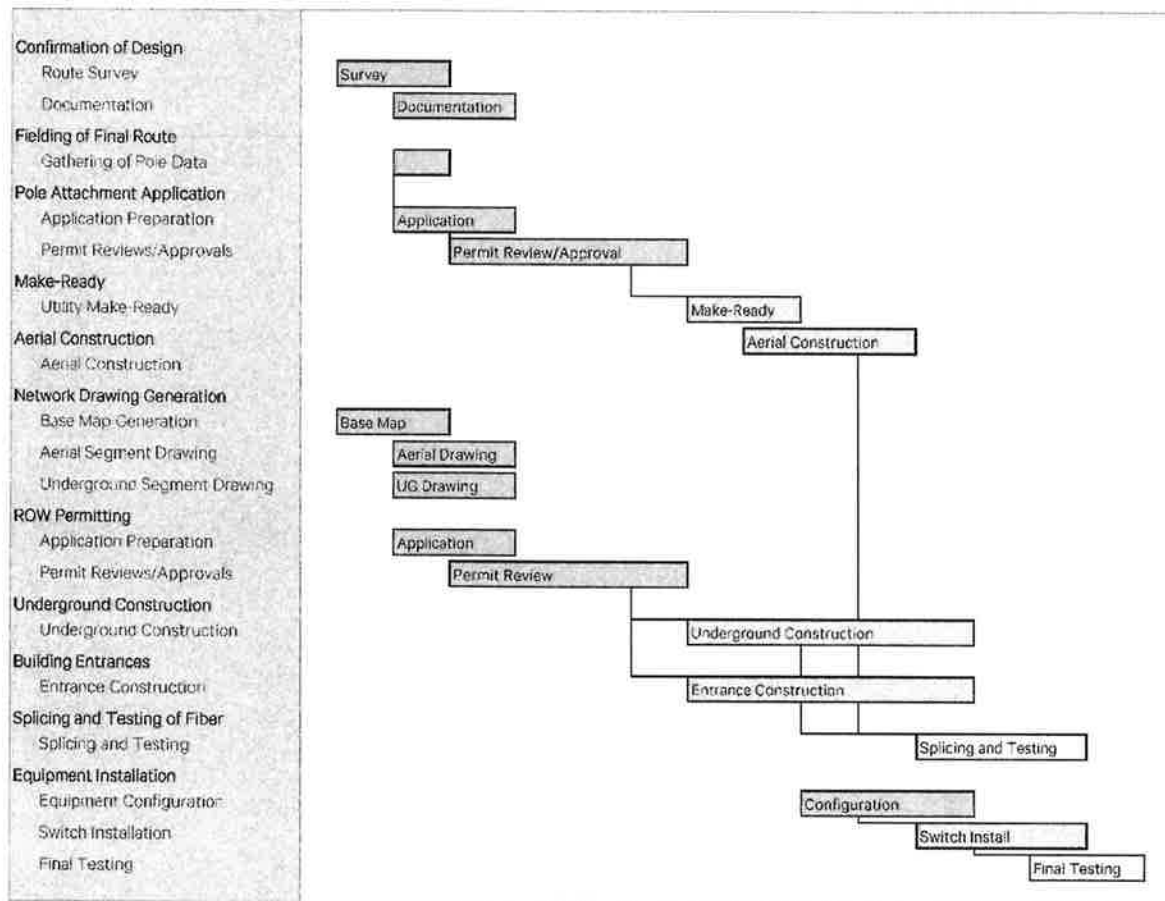
- 24/7/365 Support

- Established platform with long-term support and stability

- Network solution with a 99.99% measured monthly per connection *(excluding pre-scheduled maintenance windows)*

TIMELINE

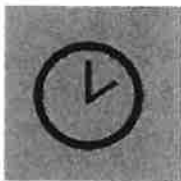
Uniti Fiber estimates this solution can be implemented in 110 days for the Primary Uniti Fiber circuit and 180 days for the redundant/backup Charter/Spectrum circuit.



INVOICING

Separate Accounts will be created for Brevard County and Seminole County with separate billing to each county. They will roll up to a single opportunity associated to both circuits (Primary & Redundant/Back-up). The monthly charges for each portion of the circuit are listed below. We are only going to provide the 1Gb option on both circuits. Service Level Agreement

UNITI FIBER SERVICE LEVEL AGREEMENTS



01 //

START TIME & END TIME

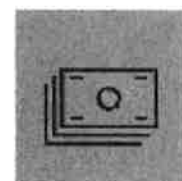
Uniti Fiber will issue credit allowances for service outages as set forth below upon Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket.



02 //

CREDIT EXCLUSIONS

No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or equipment provided by Customer or 3rd parties; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event.



03 //

CREDIT AMOUNT

Under 5 minutes.....	No credit
5 minutes up to 4 hours.....	10%
4 hours up to 8 hours.....	15%
8 hours up to 12 hours.....	20%
12 hours up to 16 hours.....	30%
16 hours up to 24 hours.....	40%
24 hours up to 48 hours.....	50%
48 hours and greater.....	100%



OUR GUARANTEE

Uniti Fiber understands the critical nature of reliable internet access, especially during business hours, and is committed to providing 99.99% reliability. Uniti Fiber will issue credit allowances for service outages as set forth below upon Customer's written request, which credit will appear on the next invoice following processing.



04 //

SERVICE TERMINATION

If 3 or more trouble tickets have been opened for a Service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30-day period, and the cause of outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

05 //

PERFORMANCE OBJECTIVES

Performance Parameters	Objectives
Packet Delivery	99.99% from Customer edge to UF edge
In-Sequence Delivery	99.99% from Customer edge to UF edge
Latency	10 ms one-way Customer edge to UF edge
Jitter	5 ms one-way Customer edge to UF edge
Frame Loss Rate	< 6.25E-7
Service Availability	99.99%
MTTR	4 Hours or less

From: Roberts, Tammy <TRoberts@seminolecountyfl.gov>
Sent: Monday, February 1, 2021 9:07 AM
To: Chris Everson <chris.everson@uniti.com>
Subject: RFP-603969-20/TLR - Dedicated Network Connection

External Sender - Unverified!
Good morning Chris,

I trust you had a relaxing weekend.

We have some additional questions, while the draft agreement is being reviewed by Seminole and Brevard Counties.

Timeline, billing, service transitioning / support

- (Project timeline) Uniti Fiber 110 days for primary, 180 for failover
 - Is this in parallel or waterfall? i.e. this project is 290 days? Or 180 days?

The total project time is 180 days. We have less control of the Spectrum construction. These two projects would be running simultaneously. Standard interval is 120 days for Uniti Fiber. Of course we would install sooner if it was ready and you were willing to accept it.

- What flags a service degrade, contingent of 3 trouble tickets within 30 days
 - Is this automatic? Who receives these, billing or management?

A service degrade would require a ticket opened with the Uniti Fiber NOC that was service related. Either, phone call, email, or logged in the customer portal.

I am unsure of your second bullet here. Is what automatic?

- Performance reports
 - Who receives these reports, is there a dashboard?

We have a portal that has certain info regarding the circuit ids and network info. Also, we can establish a bandwidth portal login that allows you to see the performance of the service.

- Who notifies, terminates AT&T contract/services?
 - Does Uniti need authorization from the County to engage on our behalf for AT&T existing services? Coordinating those transitions are critical to success of cutover, and support transitioning, i.e. assigning staff for response efforts.

Uniti Fiber does not handle your AT&T circuit. You would have to handle the support and transition from AT&T to Uniti Fiber. Our techs will install the service that is being provided from Uniti Fiber and we will managed the backup solution as well utilizing the Spectrum fiber. As far as transitioning, that was not part of the service provided. The Uniti Fiber service would be up an running and then your IT department would have to move over to Uniti Fiber. Uniti Fiber has a managed services department and those services can be offered. Based on the RFP, those services were not requested.

EXHIBIT "B"
(SAMPLE OF RELEASE ORDER)

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
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I
P

ORDER DATE

REQUISITION

REQUESTOR

VENDOR #

V
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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

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

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Failure to Accept Purchase Order. Supplier's failure to accept PO may be cause for cancellation of award. Suppliers who default are subject to suspension, debarment or both.

3. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at 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) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

4. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

5. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

6. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

7. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

8. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

9. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under

PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

11. Modifications. PO may be modified or rescinded in writing by County.

12. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

13. Price Protection. Supplier warrants that prices set forth in PO are equal to lowest net price and terms and conditions of sale are as favorable as prices, terms and conditions afforded by Supplier to any other customer for goods/services of comparable grade or quality. Supplier agrees that any price reductions made in goods/services under PO, subsequent to its acceptance, but prior to its payment, will be applicable to PO.

14. Payment Terms. Supplier agrees the cash discount period to County will be from the date of invoice and not from receipt of goods/services.

15. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

16. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

17. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

18. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

19. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

20. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

21. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

22. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

23. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

24. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

25. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.



Service Order

Offer Date:	02/18/2021	
Description:	DPT 9600-100Mb Ethernet - Seminole County Public Safety Building - 2 Sites	
Opp. Number:	OPP-200569	
Requested By:	Seminole County Public Safety Building-1610994 Tammy Roberts	troberts@seminolecountyfl.gov 407-665-7115
Offered By:	Uniti Fiber, LLC Chris Everson	chris.everson@uniti.com (904) 456-9435

Locations	Note: For Ethernet orders, "A" is Remote location and "Z" is Host location
A Location:	Sanford-150 Eslinger Way, Sanford, FL, 32773-6706
A CPE Location:	Sanford-150 Eslinger Way
Z Location:	Melbourne-2725 Judge Fran Jamieson Way, Melbourne, FL, 32940-6605
Z CPE Location:	Melbourne-2725 Judge Fran Jamieson Way

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	1 Gbps Ethernet	60	\$1,725.00	\$0.00
X	1 Gbps Ethernet	60	\$1,725.00	\$0.00
X	Grand Total	60	\$3450.00	\$0.00

Remarks
This service order is for 36 months with two (2 successive) 1-year renewal periods representing 60 months total.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the **term contract for dedicated network connection between Uniti Fiber, LLC Seminole County and Brevard County (RFP-60399-20/TLR)** signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date

Uniti Fiber, LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Seminole County, FL

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Brevard County, FL

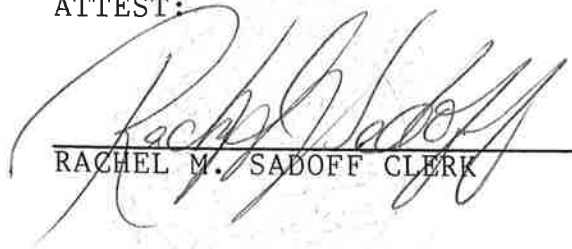
Signature:  _____

Name (printed): RITA PRITCHETT

Title: CHAIR

Date: MARCH 23, 2021

ATTEST:



RACHEL M. SADOFF CLERK

Part - 4
Price Proposal

**RFP-603969-20/TLR – TERM CONTRACT FOR A DEDICATED NETWORK CONNECTION
BETWEEN SEMINOLE AND BREVARD COUNTY**

Name of Proposer: Uniti Fiber, LLC

Mailing Address: 107 St Francis St, Suite 1800

City/State/Zip: Mobile, AL 36602

Phone Number: (904) 456.9435 **FAX Number:** (504) 832-1877

E-Mail Address: chris.everson@uniti.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. through , on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The costs reflected herein are inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the complete performance of the services outlined herein.

Firm Fixed Cost for implementation:

Seminole County \$ 0.00 / Brevard County \$ 0.00

MONTHLY BILLING RATE:

Multiple Bandwidth Options:	Billing Rate for Seminole County:
100mb ps	N/A
250mb ps	N/A
500mb ps	N/A
750mb ps	N/A
1gbps	\$862.50
Multiple Bandwidth Options:	Billing Rate for Brevard County:
100mb ps	N/A
250mb ps	N/A
500mb ps	N/A
750mb ps	N/A
1gbps	\$862.50

**Part - 4 Continued
Price Proposal**

**RFP-603969-20/TLR – TERM CONTRACT FOR A DEDICATED NETWORK CONNECTION
BETWEEN SEMINOLE AND BREVARD COUNTY**

MONTHLY BILLING RATE:

Redundant/Back-up Connection:	Billing Rate for Seminole County:
100mbps	N/A
250mbps	N/A
500mbps	N/A
750mbps	N/A
1gbps	\$862.50
Redundant/Back-up Connection:	Billing Rate for Brevard County:
100mbps	N/A
250mbps	N/A
500mbps	N/A
750mbps	N/A
1gbps	\$862.50

Robert Leithman
Robert Leithman
(Printed name of person signing FORM)

[Signature]
(Signature of person signing FORM)

Uniti Fiber, LLC
(Name of Proposer)

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this ____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____