

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
MIDFLORIDA ARMORED & ATM SERVICES, INC.,
FOR ARMORED CAR SERVICES**

ITB # 26-537

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and MidFlorida Armored & ATM Services, Inc., a Florida Profit Corporation, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) 26-537 seeking firms or individuals qualified to provide armored car services for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. RECITALS.

1.1 Recitals. The foregoing recitals are hereby confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide armored car services to COUNTY in conjunction with the COUNTY'S needs and as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)** ("the Service").

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete the Service, as more specifically described in the Scope of Work, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Forms, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Work may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties,

and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the County (the "**Effective Date**").

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

3.4 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

3.5 Open Quantity Contract. CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other contractor(s) or to procure needed services separately utilizing the COUNTY'S procurement procedures.

3.6 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR and CONTRACTOR'S employees assigned to the Service shall remain appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR. CONTRACTOR must notify COUNTY in writing within one (1) day of its becoming aware of loss of required licensure by it or its employees required under this Agreement. CONTRACTOR shall promptly arrange for replacement coverage

3.7 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall, as soon as possible,

inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

3.8 Contractor Personnel.

A. CONTRACTOR and CONTRACTOR'S personnel assigned to provide services under this Agreement must be properly trained and licensed as required by the Scope of Services, attached as **Exhibit A**; Chapter 493, Florida Statutes; and Chapter 5N-1, F.A.C. and fully comply with the provisions therein. CONTRACTOR personnel assigned to provide services under this Agreement must possess and maintain a current Class "D" Security Officer License and Class "G" Statewide Firearm License.

B. CONTRACTOR will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the Agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with or may, in the COUNTY'S sole discretion, terminate this agreement for cause.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

E. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. CONTRACTOR'S employees must wear identification.

F. Documentation - Personnel List. CONTRACTOR shall provide COUNTY with a list of CONTRACTOR personnel assigned for duty under this Agreement and shall provide proof of current licensure and training upon request. CONTRACTOR shall notify the COUNTY within twenty-four (24) hours of any change in personnel assigned for service under this Agreement and provide an updated list to the COUNTY'S Project Manager.

3.9 Subcontractors. CONTRACTOR shall not subcontract any work under this Agreement. Subcontracting will result in termination of the Agreement for cause.

3.10 Intent of the Contract Documents. For purposes of this Agreement, the term “contract documents” includes all bid documents, the Scope of Work, individual project documents, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material, or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

3.11 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

ARTICLE 4. PAYMENT.

4.1 Pricing. Payment shall be made to CONTRACTOR made in accordance with the Pricing Schedule, as attached in **Exhibit B**.

4.2 Invoicing.

A. CONTRACTOR will submit accurate, itemized invoices by email to COUNTY reflecting services actually provided to COUNTY under this Agreement. The date of the invoice must be after delivery, but no more than thirty (30) calendar days after delivery of services. Under no circumstances shall the invoices be submitted to COUNTY in advance of services and acceptance of the work.

B. All invoices must reflect the type of service provided to the COUNTY and must include the contract number and purchase order number; date and location of delivery of service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and any reporting required by the COUNTY to verify services, in the COUNTY’S discretion, or which may be expressly required under the Scope of Work. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment.

C. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided this Agreement.

4.3 Payment.

A. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**.

B. The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

C. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.4 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.5 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. GENERAL TERMS AND CONDITIONS.

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other Party without penalty to COUNTY; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and

accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Agreement unless expressly authorized by COUNTY in its notice. The COUNTY will be liable only for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY will be the sole judge of "reasonable costs."

B. Termination for Cause. This Agreement may be terminated by the COUNTY, in whole or in part or affect other appropriate remedy, due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause. The COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the COUNTY'S ordinances, resolutions and administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled without penalty to COUNTY. CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effected by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.3 Insurance. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit C**, attached hereto and incorporated herein by reference.

6.4 Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as provided in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.6 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

6.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.9 State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

6.10 Contractor as Prime. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement.

6.11 Subcontracting. The Service provided under this contract is personal in nature; CONTRACTOR shall not subcontract the Services provided to COUNTY under this Agreement. Subcontracting services under this Agreement may result in termination of the Agreement for cause.

6.12 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

6.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.14 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional using department(s).

6.15 Other Agencies. Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

6.16 Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

6.17 Deficiencies in Work. Omitted.

6.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the COUNTY'S Tax Exemptions in securing such materials.

6.19 Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

6.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

6.21 Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

6.22 Additional Locations. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any COUNTY department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The COUNTY may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONTRACTOR, or for other reasons at the COUNTY'S sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

6.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY may request price quotes from all CONTRACTORS under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.24 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement. Any reperformance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

6.25 Safety. CONTRACTOR is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONTRACTOR shall provide and its employees shall utilize all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the Project Manager. CONTRACTOR acknowledges that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR.

6.26 Safety Data Sheets. The CONTRACTOR is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The CONTRACTOR shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

6.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

6.28 Cleanup. Omitted.

6.29 Protection of Property & Risk of Loss. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONTRACTOR while providing goods or services under this Agreement. CONTRACTOR will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third-party.

6.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

6.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

6.32 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.33 Responsibility as Employer. CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR may be required to wear appropriate identification.

6.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.35 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher

6.36 Price Redeterminations. CONTRACTOR may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within thirty (30) calendar days of the anniversary of the Effective Date of this Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise set forth in this Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site (<https://www.bls.gov/data/>). CONTRACTOR may petition for price redetermination for CONTRACTOR'S minimum wage employees should the minimum wage increase during the Agreement Term. Upon verification, the COUNTY may, in its sole discretion, grant an increase matching the minimum wage increase. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

6.37 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- 1.** Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

6.40 Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project

documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.41 Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.42 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

6.43 Compliance with Federal Standards. All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.44 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.45 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.46 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.47 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.48 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.49 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.50 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.51 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of

a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.52 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.53 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

6.54 Certification Regarding Scrutinized Companies. By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.55 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) Using misleading or fraudulent practices

during the recruitment of employees; (6) Charging employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

6.56 State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

6.57 ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

6.58 Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONTRACTOR agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONTRACTOR'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

6.59 Contracts for Goods or Services Related to Emergency Response (Section 252.505, Florida Statutes). To the extent applicable to this Agreement, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to COUNTY, in the event of a breach of this Agreement by CONTRACTOR during an "emergency recovery period," CONTRACTOR shall also be required to pay COUNTY a \$5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term "emergency recovery period" means

7.10 Notices.

A. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

MidFlorida Armored & ATM Services, Inc.
Attn: Danny Persaud, President
4314 West MLK Boulevard
Tampa, Florida 33614

With a copy to:

Craig@MidFlaArmored.com

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:

Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Each Party may change its mailing address by giving to the other Party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT.

8.1 This Agreement is intended by the Parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

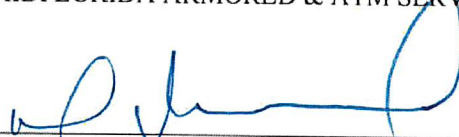
8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms, Contractor's
Proposal (25 pages).
Exhibit BPricing Schedule (1 page).
Exhibit CInsurance Requirements (2 pages).

IN WITNESS WHEREOF, the Parties have signed this Agreement through their respective duly authorized representatives on the date under each signature.

CONTRACTOR

MIDFLORIDA ARMORED & ATM SERVICES, INC.

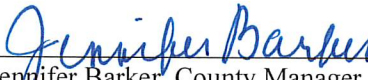


Danny Persaud, President and CEO

This 10th day of August, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
COUNTY MANAGER



Jennifer Barker, County Manager

This 17 day of August, 2026.

Approved as to form and legality:

 8/12/26

Melanie Marsh
County Attorney

1. SCOPE OF SERVICES

- 1.1. Contractor shall provide armored car services for assigned stops at various locations within Lake County to pick up, transport, and deliver securely sealed or locked shipments containing the following: currency, coin, checks, or other valuables.
- 1.2. Services shall include pickup from the County Courthouse and County Administration Building with same day delivery to the Eustis Truist branch. Pickups from The Villages and Clermont branch offices go to the Truist Orlando vault. Shipments from the Lake County Sheriff's Office go to the Eustis Seacoast Bank branch. Exact delivery location addresses will be provided following award of the contract.
- 1.3. County reserves the right to modify pickup locations and financial institutions / consignees with written notification to Contractor.

2. CONTRACTOR RESPONSIBILITIES

- 2.1. Contractor shall accept sealed container(s), provide a receipt to County for the sealed container(s), and deliver same sealed container(s) to the institution / consignee designated by County.
- 2.2. Contractor may refuse container(s) if the container(s) does not appear to be securely sealed or locked by signing a written notice of refusal.
- 2.3. Contractor shall assume the liability for any loss of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) until County or its designated institution / consignee takes physical possession of the sealed container(s) and signs the Contractor's receipt.
- 2.4. Contractor shall use containers of a design and identification approved by County. Containers shall be of the type that clearly and distinctly indicate the name and address of the institution / consignor and the consignee.
- 2.5. Services shall be provided from 8:00 a.m. through 5:00 p.m., Monday through Friday except for the following holidays: New Year's Day, Martin L. King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve and Christmas Day, and any local applicable observed holiday (with notification). County may request in writing for holiday services for which the Contractor may charge a holiday rate.
- 2.6. Contractor shall be present (inside at the pickup site) no more than a maximum of fifteen (15) minutes to make a pickup or delivery or both. County may be charged the appropriate additional charge if inside premise time exceeds fifteen (15) minutes.
- 2.7. Contractor shall provide unscheduled pickup or deliveries requested by County with the same conditions and provisions. County may be charged the appropriate additional charge as listed in Attachment 3 – Pricing Sheet.
- 2.8. Contractor shall provide a proposed list of personnel for this project.
- 2.9. Contractor's personnel shall be able to perform the services described barring illness, accident, or other unforeseeable events of a similar nature. Contractor shall promptly provide a qualified replacement.
- 2.10. Contractor shall provide the following on assigned personnel:

ARMORED CAR SERVICES

- 2.10.1. A local and out of state criminal background check. Each background check must follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training;
 - 2.10.2. A company identification badge with employee's name, current photograph, and signature that will be worn during all work hours; and
 - 2.10.3. A drug and alcohol screening that is compliant with the Florida Department of Transportation's (DOT) Standards.
 - 2.10.4. Proof armed guards possess a Class G Security Guard License as required by the State of Florida. Staff shall be qualified and capable of performing Services as described and implied.
- 2.11. Contractor shall provide immediate written notice to County if an employee is terminated or no longer authorized to perform the services.
- 2.12. Contractor may substitute assigned personnel provided they have equal or higher qualifications and comply with requirements of these services. Contractor shall provide the required personnel information before substitute personnel are authorized to begin work. County reserves the right to terminate the contract for cause if Contractor is unable to provide substitute/replacement personnel to the satisfaction of the County, in the County's sole and absolute discretion.
- 2.13. Contractor shall provide a current list with current photographs of all assigned personnel including substitutes to the County and each institution / consignee and consignor location. Information on this list shall match current company issued identification badges presented by employees before conducting services. Failure of personnel to present current company issued identification badge will result in personnel being denied access and the County promptly providing properly authorized personnel with no loss of service to the County.
- 2.14. Contractor shall provide all needed equipment and supplies to complete the requested services, including but not limited to manifest, containers, receipts, and forms. Contractor shall provide numbered tamper-proof bags if requested by County and may invoice County for the bags. County may also provide their own tamper-proof bags.
- 2.15. Contractor shall be responsible for obtaining all required federal, stated, and local permits or licenses required to provide the services requested. Contractor shall take precautions against damage to public and private property during its work. Contractor shall, at its own expense, restore damage it caused to property to a condition similar or equal to that existing before damage was done. In the event Contractor fails to correct the damage, County shall have the option of correcting the damage and issuing a deductive change order to Contractor to deduct the amount of the corrective work from the contract balance.

[End of Exhibit A]

The undersigned hereby declares that MidFlorida Armored& ATM Services, Inc has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ARMORED CAR SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email FinBoardPayables@lakecountyclerkfl.gov an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC, purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is

and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT – N/A**10.0 LOCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: MidFlorida Armored & ATM Services , Inc

Street Address: 4314 W MLK Jr Blvd

City: Tampa State and ZIP Code: Florida 33614

Mailing Address (if different): same as above

Telephone: 813-878-2342

Purchase Order Email Address: Craig@midflaarmored.com

Federal Identification Number / TIN: 043586886

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Craig Rainey*

Date: 7/8/2026

Print Name: Craig Rainey

Title: Vice President

Primary E-mail Address: craig@midflaarmored.com

Secondary E-mail Address: danny@midflaarmored.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR SHALL:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted, and
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5, above.

COMPANY NAME: *MidFlorida Armored & ATM Services , Inc*

ADDRESS: 4314 W MLK Jr Blvd

CITY: Tampa

STATE & ZipCode: Florida 33614

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE:  _____

Printed Name: Craig Rainey

Title: Vice President

Date: 6/24/2026



AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared (Name of affiant) Craig Rainey, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Vice President of (Business Name) MidFlorida Armored & Arm Services, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. *Compliance with Prohibition on Support of Terrorist Organizations:* I affirm that Business is in full compliance with Section 943.03102, Florida Statutes, and that Business does not, and will not directly, or indirectly support a foreign terrorist organization or a domestic terrorist organization, or any member of such organization, nor enter into any contract with or accept any funds from a foreign or domestic terrorist organization whose designation as such has been published in the Florida Administrative Register in accordance with applicable law.
6. *Compliance with 8 USC 1621.* I acknowledge that the State of Florida has not "opted out" of 8 USC 1621 and affirm that, if Business is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621.
7. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 8th day of July, 2026

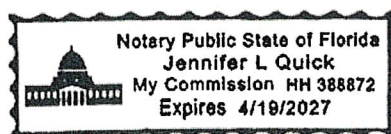
BY:

Craig Rainey
Signature of Affiant

Craig Rainey
Printed Name

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2026 by Craig Rainey, who is ☒ personally known to me or ☐ has produced identification (type): _____.



Jennifer L. Quick
(Notary Signature)

(SEAL)

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**WILTON SIMPSON
COMMISSIONER**

DIVISION OF LICENSING

06/25/26
DATE ISSUED

07/17/29
DATE OF EXPIRATION

B 2200042
LICENSE NUMBER

MID FLORIDA ARMORED & ATM SERVICES, INC.

4314 W MARTIN LUTHER KING BLVD
TAMPA, FL 33614

PERSAUD, DANNY, PRESIDENT

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



**WILTON SIMPSON
COMMISSIONER**

MidFlorida Armored & ATM Services



Florida's Leader in Secure Logistics



MIDFLORIDA ARMORED
4314 W. MLK Blvd.
Tampa, Florida 33614

CONTACT PERSON:
Danny Persaud
Craig Rainey
TEL: 813.878.2342
FAX: 813.870.1452

EMAIL:
danny@midflaarmored.com
www.midflaarmored.com

NAICS CODE: 561613

CAGE CODE: 3139125

D&B: 103199613

COMMODITY CODES:

- ✓ Armored Car 99010
- ✓ Safe/Vaults 42574
- ✓ Bank Bags 61527
- ✓ Money Machines 60033
- ✓ Security Guard Svcs 99046
- ✓ Courier Services 96224

FILING STATUS: A

CERTIFICATIONS:

- ✓ Certified Minority-Owned Business (NMSDC)
- ✓ Small Disadvantage Business
- ✓ Small Business Enterprise (#812-11996)
- ✓ Minority, Women, & Florida Veterans Business

CAPABILITY STATEMENT

SUMMARY

MidFlorida Armored is a locally and minority owned and operated company since 2002. We are a cash logistics service providing service to thousands of customers 24 hours a day, 7 days a week. MidFlorida Armored provides service to all kinds of businesses: commercial, retail, banks, credit unions and any and all other financial service companies, federal and governmental agencies, currency exchanges, and many other businesses with a need for secure currency, coin, check and valuable armored transportation pickup and delivery.

CORE COMPETENCIES

At MidFlorida Armored, everything we do is guided by our core values. Our employees uphold the MidFlorida Armored standards of trust, integrity, respect, quality. These core values govern our actions every day, and reflect what is truly important to us as an organization. We carefully pre-screen and train our employees and commit to a superior level of performance, professionalism and customer-focused attitude.

DIFFERENTIATORS

Our proven expertise, technology, and trust differentiates us as an industry leader and provides the blueprint for continued growth and success. What else sets MidFlorida Armored apart from the competition?

- ✓ Our Integrity
- ✓ Best-Trained Security Officers
- ✓ Client Relationship Management
- ✓ Rapid Response
- ✓ Strategic Mix of Technology and Business

CAPABILITIES

MidFlorida Armored has the expertise base to take on even the most challenging projects. With a combination of size, technological leadership and operational expertise, MidFlorida Armored offers the best Security Services to the market.

- ✓ Armored car services
- ✓ Executive & asset protection
- ✓ Surveillance of industrial and tertiary sector sites
- ✓ Inspection of airline passengers at check-in and boarding
- ✓ Document control and baggage examination
- ✓ Consulting

CLIENTS

- ✓ City of Tampa
- ✓ Hillsborough County, Florida
- ✓ School District of Hillsborough County
- ✓ City of Orlando

Organizational History, Structure and Authoritative Direction of Control

Mid Florida Armored is a minority locally owned and operated company since 2002. We are a cash logistics company providing service to thousands of customers twenty-four (24) hours a day and seven (7) days a week. Mid Florida Armored provides service to all types of businesses which include commercial, retail, hotels, restaurants, casinos, banks, credit unions, and any and all other financial service companies, federal and governmental agencies, currency exchanges, and many other businesses with a need for secure currency, coin, check and valuable armored transportation pickup and delivery.

Mid Florida Armored currently serves the whole State of Florida from the Panhandle down to the Florida Keys.

Mid Florida Armored serves many federal, state, county and civil governmental agencies throughout the State of Florida.

Record of Company

Mid Florida Armored & ATM Services, Inc. was established in 2002 and has been in business for Twenty-three (23) years

Office Locations:

4314 W. Dr. Martin Luther King, Jr., Blvd.
Tampa, Florida 33614

7600 Chancellor Drive
Orlando, Florida 32801

2771 Vista Parkway Unit F1 & F2
West Palm Beach, Florida 33411

2771 Miccosukee Rd
Tallahassee, Florida 32308

Tel: (813) 878-2342
Fax: (813) 870-1452

Scope of Armored Car Services

MidFlorida Armored provides comprehensive cash logistics solutions across Florida, with services designed to reduce client risk and streamline operations:

- **Armored Transport:** Secure pickup and delivery of currency, coin, checks, and other valuables for banks, credit unions, retailers, and government agencies.
- **ATM & Bitcoin Services:** Replenishment, servicing, and maintenance of ATMs and Bitcoin kiosks using armed, uniform personnel and GPS-equipped vehicles.
- **Smart Safe Solutions:** Deployment and integration of smart safes to improve cash management, reduce theft risk, and enable provisional credit for clients.
- **Change Order Fulfillment:** Delivery of requested denominations to client locations.
- **Deposit Pickup & Delivery:** Scheduled or on-demand deposit retrieval with chain-of-custody documentation.
- **Risk Insurance Coverage:** All shipments are backed by comprehensive cargo insurance, ensuring zero client liability for loss or damage.
- **Unique Approaches & Methods**
- MidFlorida Armored differentiates itself through several operational and strategic innovations:

<u>Feature</u>	<u>Description</u>
GPS & Camera Systems	Every armored vehicle is equipped with real-time GPS tracking and onboard surveillance for route monitoring and incident documentation.
Customized Smart Safe Integration	Evaluates client workflows to tailor smart safe deployment, improving working capital and reducing operating costs.
Smart Safe Integration	Enables clients to receive credit for deposits before physical bank processing, enhancing liquidity.
Locally Owned & Operated	Decisions are made in-state, allowing for responsive service adjustments and direct client engagement.
Minority Business Accelerator Recognition	Awarded Small Business of the Year (51–250 Employees) by the Tampa Bay Chamber, highlighting operational excellence and community impact.

Key Benefits of MidFlorida Armored Services

<u>Benefit</u>	<u>Description</u>
Risk Elimination	All cash and valuables are covered by comprehensive cargo insurance, ensuring clients bear no liability for loss or damage.
Secure Operations	Armored vehicles are GPS-tracked and staffed with armed, uniformed personnel trained for high-risk environments.
ATM & Bitcoin Support	Technicians service all types of machines, keeping them stocked and operational to maximize transaction volume.
Smart Safe Integration	Customized smart safe solutions improve cash flow, reduce theft, and enable provisional credit for deposits.
Responsive Local Control	As a locally owned and operated business, decisions are made in-state, allowing for fast service adjustments and direct client engagement.
Reputation for Trust & Quality	Built on decades of relationships grounded in trust, integrity, and personalized service.
Award-Winning Excellence	Named Small Business of the Year (51–250 Employees) by the Tampa Bay Chamber, recognizing operational strength and community impact.

Customer Feedback Highlights

<u>Theme</u>	<u>What Customers Say</u>
Professionalism	"Their guards are highly trained and always ready to respond to any situation." – Stephanie Fried
Reliability	"I've been using their services for years and have never encountered any issues." – Nicholas Roberts
Security Confidence	"I feel safe and secure knowing they are protecting my assets." - Carlos Flores
Responsiveness	"Prompt response and efficient service. Highly recommended." – Bob Kell
Long-Term Satisfaction	"They've been my go-to provider for years. Their dedication is unmatched." – James Lennox

Summary of Customer Feedback

- **Positive Themes:** Customers consistently praise MidFlorida Armored for its professionalism, reliability, and the peace of mind it provides.
- **Trust Factor:** Many reviews highlight long-term relationships and repeat business, suggesting strong client retention.
- **Operational Excellence:** The company's armed personnel, GPS-equipped vehicles, and insurance-backed services are frequently cited as key strengths.

Management and Experience

Danny Persaud – President/CEO-Danny has over 30 years of experience on the armored car industry. He started his career at Wells Fargo in 1990, he then started MidFlorida Armored in 2002.

Craig Rainey – Vice President- Craig has over 32 years' experience in various industries including hospitality, hotels, education, and the armored industry.

Jennifer Quick- Director of Administration- Jennifer has over 3 years' experience in the armored car industry. She was promoted to her role in 2022. Prior to joining MidFlorida Armored she spent 18 years as management in the banking industry.

David Persaud- Logistics Manager, David has over 6 years' experience in the armored car industry. David also brings with him 10 years of logistics background experience.

Scott Leckington, Billing Manager-Scott, has 5 years of experience in the armored car industry. Prior to joining MidFlorida Armored, he spent 25 years in healthcare accounting and contract management.

Elvin Solano – Branch Manager Tampa- Elvin has 23 years' experience in the armored car industry. He previously worked for Wells Fargo for 6 years.

Steven McElwee- CO Branch Manager Tampa- Steven has 19 years of experience in the armored car industry and was promoted to his current roll from assistant branch manager in 2023.

Jose Fonseca- Supervisor Tampa- Jose has 11 years of experience in the armored car industry and has been with MidFlorida Armored for 11 years.

Tyler McElwee-Supervisor Tampa- Tyler has been with MidFlorida Armored for 10 years and was promoted to his current role in 2020.

Kenneth Allen- Supervisor Tampa- Kenny has been with MidFlorida Armored for 13 years and was promoted to his current role in 2024

James McElwee- Branch Manager Orlando- James has been with MidFlorida Armored for 12 years and was promoted to his current role in 2024.

Alberto Alvarez- Assistant Manager Orlando- Alberto has been with MidFlorida Armored for 9 years. Prior to joining MidFlorida armored he was in retail management.

Luis Ortiz- Supervisor Orlando- Luis has been with MidFlorida Armored for 6 years and was promoted to his current role in 2022.

Management and Experience

Walter Alcantara-Supervisor Orlando- Walter joined MidFlorida Armored in 2021 and was promoted to his current position in 2024.

Sean Cameron – Branch Manager West Palm Beach- Sean has been with MidFlorida Armored for 11 years and currently manages all operations at our South Florida office.

Peter Dameus- Supervisor West Palm Beach- Peter has been with MidFlorida Armored since 2022 and was promoted to his current role in 2024.

Henri Dameus-Supervisor West Palm Beach- Henri has been with MidFlorida Armored since 2022 and was promoted to his current role in 2024.

Glenn Grubb- Branch Manager Tallahassee- Glenn has been with MidFlorida Armored since 2020. He was promoted in 2023 and currently manages operations at our North Florida office.

Adam Robinson-Assistant Manager Tallahassee- Adam has 19 years in the armored car industry. Prior to joining MidFlorida Armored he spent 15 years in law enforcement.

Melissa Rodriguez- Vault Manager- Melissa has 22 years of experience in cash vault industry and has been with MidFlorida Armored for 8 years.

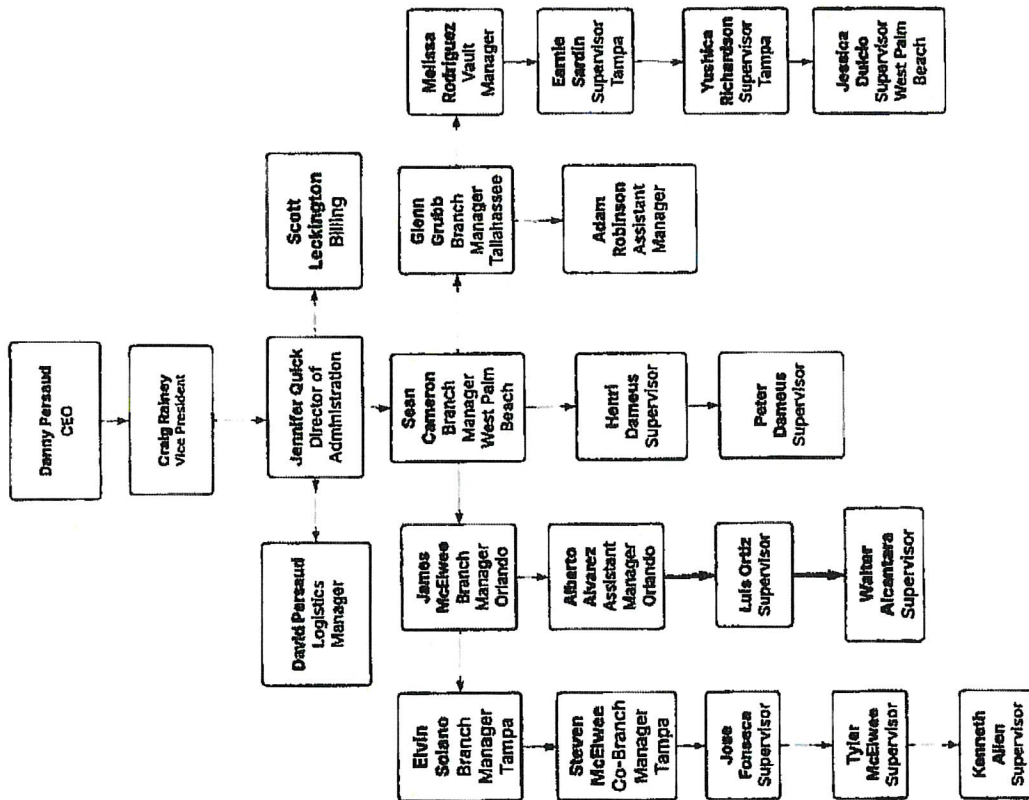
Earnie Sardin- Vault Supervisor Tampa- Earnie has been with MidFlorida Armored for 7 years working in the cash vault. He also brings with him many years of banking experience.

Yushica Richardson- Vault supervisor Tampa- Yushica has been with MidFlorida Armored since 2019 and was promoted to her current position in 2021.

Jessica Dulcio- Vault Supervisor West Palm Beach- Jessica has been with MidFlorida Armored since 2021 and was promoted to her current role in 2024.



MidFlorida Armored & ATM Services Inc



MIDFLORIDA

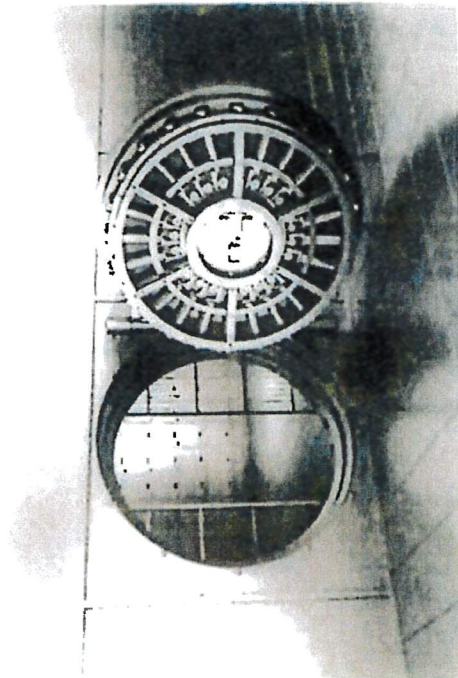
Armored & ATM Service



Company Profile

Founded in 2001, by Danny Persaud (President & CEO), MidFlorida Armored has evolved into a leading armored transportation service carrier thru out the State of Florida. It's leadership is founded on trust and has earned a reputation as the most reliable name in customer service in our industry.

Today, companies across the State entrust MidFlorida Armored with the secure armored transportation and management of their most precious assets.



Core Values

At MidFlorida Armored, everything we do is guided by our core values. Our employees uphold the MidFlorida Armored standards of trust, integrity, respect, quality. These core values govern our actions every day, and reflect what is truly important to us as an organization.

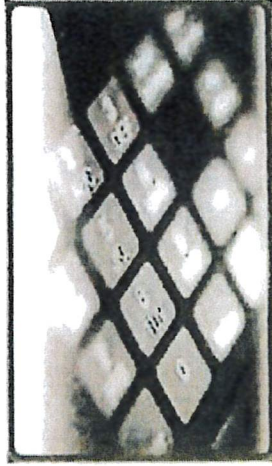


The MidFlorida Armored mission is clear: To be the leader in secure logistics solutions. Our commitment to our customers speaks volumes along with expertise, technology, and proven trust. This is what differentiates us as a industry leader and provides the blueprint for continued growth and success.



Our Services

- **Armored Car Services**
- **Cash and Coin Processing Services**
- **ATM Service and Maintenance**
- **Courier Services**
- **Security Services**



Armored Transport

MidFlorida Armored utilizes a variety of armored vehicles its fleet to securely transport valuables for financial institutions and retailers of all sizes. Each vehicle is GPS and staffed with trained armed officers. We provide a safe and secure transaction at your locations. MidFlorida Armored provides comprehensive all risk insurance guarantees while in our possession, that you will not suffer a loss. Reduce your risk and keep your employees focused on growing revenue and improving customer service.

- Deposit Pickups
- Deliveries Anywhere in Florida
- Change Orders
- Deposit Verification
- Cash Vault Services
- Protected By Insurance

ATM (Automated Teller Machine)

MidFlorida Armored keeps your ATMs operating with services that reduce risk and maximize transaction volume.

- **First Line Maintenance**
- **Deposit Pull**
- **Cash Replacement**
- **Machine Balancing**

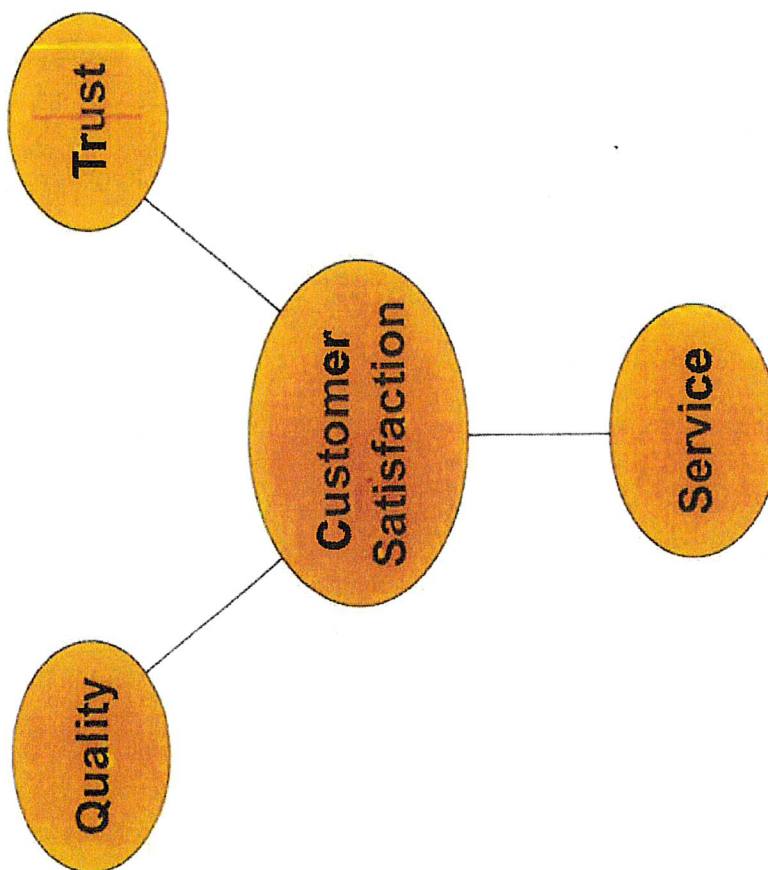
Security

MidFlorida Armored has the expertise base to take on even the most challenging projects. With a combination of size, technological leadership and operational expertise, MidFlorida Armored offers the best Security Services to the market.

When it comes to physical security, MidFlorida Armored provides a wide array of highly specialized services thanks to the training and experience of its team.

- **Surveillance of industrial and tertiary sector sites**
- **Inspection of airline passengers at check-in and boarding**
- **Document control and baggage examination**
- **Asset protection**
- **Patrols and alarm response**
- **Consulting**
- **Strike security**

Customer Benefits



- Protect corporate assets and cash flow
- Enhance the security at your facility
- Hire the best-trained security officers
- Reduce risk
- Peace of mind
- Reduce cost
- Rapid response

Trust.
Integrity.
Respect.
Quality.



EXHIBIT B

ATTACHMENT 3 - PRICING SHEET

26-537

Armored Car Services

MidFlorida Armored & ATM Services, Inc		
SAVE AND SUBMIT AS AN EXCEL FILE		
Armored Car Courier Services for various locations within the County per the preceeding terms, conditions, and scope of services. Daily pick-up from locations listed below:		
Alterations to locked cells may result in disqualification of submission.		
ITEM #	PICK-UP LOCATIONS	COST PER MONTH
1	Lake County Courthouse, 550 W. Main Street, Tavares	\$395.00
2	Count Administration Building (CAB), County Finance Department, 315 W. Main Street, Tavares	\$395.00
3	Sheriff's Office, 360 W. Ruby Street, Tavares	\$395.00
4	Sheriff's Corrections Facility, 551 West Main Street, Tavares	\$395.00
5	South Lake Branch Office, 290 Citrus Tower Blvd., Suite 116, Clermont	\$395.00
6	North Lake Branch Office, 902 Avenida Central, The Villages	\$395.00
TOTAL COST PER MONTH		\$2,370.00
8	Tamper-Proof Bag CASE COUNT:	\$100.00
9	Tamper-Proof Bag CASE COST:	\$50.00
ADDITIONAL PICKUPS:		RATE
Holiday Rates - additional fee per day		\$55.00
Unscheduled Pick-up Rate - additional fee per day		\$55.00
Premise Time Per Minute - in excess of the (15) minutes		\$0.00
The following information is required for price redetermination consideration.		
Enter type of fuel used: Diesel or Gasoline		
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?		0.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?		0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?		0.00%
Must equal 100%		0.00%
County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be provided for any direct purchasing. Contractor is responsible for paying all taxes on materials purchased for the project.		
This is an indefinite quantity contract with no guaranteed usage of services. County does not guarantee any specific dollar amount will be spent under any contract resulting from this solicitation.		

1. INSURANCE COVERAGE

- 1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.
- 1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.
- 1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:
- 1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:
- | | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |
- 1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- 1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:
- | | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |
- 1.3.4. Professional Liability and Specialty Insurance (armed guard, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

- 2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.
- 2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

- 3.1. A waiver of subrogation in favor of the COUNTY.
- 3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.
- 3.3. Inclusion of a Cross Liability or Severability of Interests provision.
- 3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. POLICY ENDORSEMENTS

- 4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.
- 4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

- 5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.
- 5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.
- 5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

- 6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.
- 6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.
- 6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

- 7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.
- 7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.
- 7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.
- 7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]