

ADVERTISEMENT

REQUEST FOR PROPOSAL (RFP) # 2017-2894

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
E-mail: pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

SECURITY AND ACCESS CONTROL SERVICE, EQUIPMENT AND INSTALLATION

Sealed proposals will be received by the Information Desk on the 1st Floor at the address above until **2:30 PM** local time, on **Wednesday, October 19, 2016**.

The basic proposal document is available at www.martin.fl.us. Click on “Bids and Contracts”.

Proposers must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>. Click on “Onvia DemandStar FREE AGENCY”.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

SCOPE OF SERVICES

The Contractor shall provide installation and service for the Martin County physical security program needs on an as needed basis, which includes but is not limited to, all hardware, software and other items associated with access control, video systems, investigative equipment and any other equipment which supports or falls under the Martin County Security program. The initial contract shall be for a period of three (3) years, with two (2) one year renewal options for a maximum of five (5) years. The total value of this contract shall not exceed \$10,000,000.

Martin County's security program has grown and developed using various technology, physical equipment and logical programs. Martin County only uses HID Access/ID card stock, as such; the Proposer must be a partner with HID. Martin County uses: Dell-based raid servers for a camera management and storage, access control software, perimeter detection equipment/system, video management programs, digital video recorders and network video recorders, with fixed and pan tilt zoom cameras. Martin County has HySecurity Gate Operators in use at various sites, integrated with access control. Access control equipment currently utilized includes but is not limited to: Access Control Unit (Field Panels), Remote Reader Electronics, proximity card readers (with keypad, slim-line etc.), magnetic locks and electric strikes. As security technology enhances itself annually, Martin County must also grow and change with the security technology. With growth in mind, Martin County does not install "limiting" access control or video solutions. Equipment utilized by the County may change due to technology improvements and or costs. All IP based equipment must be ONVIF Complaint.

This contract will not be for security metal detection or X-ray scanning equipment/service.

Contractor must maintain confidentiality and public disclosure exemption (*F.S.S. 119 sec. (3) Security (a) and F.S.S. 281.301.*) of the Security equipment and program specifics the entire length of the contract and then in perpetuity.

Minimum Requirements

- A. Proposer must be a Dell Customer Service Provider.
- B. Proposer must employ a Microsoft Certified Systems Engineer (MCSE) that is current on all server and workstation operating systems. This technician must be assigned to the Treasure Coast (FL) area.
- C. Proposer must include a proposed disaster recovery plan for the access server in direct approval and cooperation from United Technologies Corporation, (UTC).
- D. Proposer must be a partner with Lenel and have achieved Master certification.
- E. Proposer must be a current partner for service and equipment for the Intrepid intrusion detection system.
- F. Proposer must have an established partnership for servicing of HySecurity Gate operators and provide documentation to show history and duration of relationship.
- G. Proposer must be designated under the Department of Homeland Security SAFETY Act.
- H. Proposer assigned staff shall meet all current FBI CJIS Security Policy requirements.
- I. Proposer subcontractors may either meet the current FBI CJIS Security Policy or be escorted by proposer staff.

- J. Proposer must have at least three (3), locally assigned (Martin County/Treasure Coast, FL) service technicians that are currently certified in the following:
 - 1. Milestone video management software
 - 2. UTC access control platforms
 - 3. UTC ACU hardware
 - 4. Lenel Silver Certification
 - 5. Axis Cameras
 - 6. Mobotix cameras
 - 7. Dell Server Administration with Dell Online Self Dispatch (DOSD)
 - 8. Intrepid detection equipment
 - 9. ONSSI Video management systems
 - 10. Fire Alarm Systems Agent (FASA) and Burglar Alarm Systems Agent (BASA)
 - 11. Fiber Networking Certification
- K. Proposer must have and provide an established web based service request platform for multiple service requestors within the county and provide documentation of functionality.
- L. Proposer must agree to assist in updating and keeping updated, the countywide inventory log for replacement/new and life cycle cost tracking.
- M. All new equipment installed must be warranted for a minimum of one year.
- N. Proposer must agree that invoicing requirements, especially at Martin County’s end of Fiscal year, must be met. *(All invoices for service and installations prior to September must be submitted to the county by the second week of September. Any Invoices due to service or other need in the Month of September must have the invoices submitted to the County no later than October 7th of that year. Any invoices submitted after that would need Board approval to transfer funds to be paid, of which representatives of the Proposer would have to request said transfer/payment in front of the Board of County Commissioners, publicly televised.)*
- O. All Project work (especially underground conduit) shall have as built diagrams supplied at the end of project completion. Marking tape must be installed 6” to 12” above conduit in underground installations. Trace wire shall be used for all fiber optic in ground installations.
- P. Service response times shall be:

Normal	Priority	Emergency
24-48 hours	Same day of request	Within 1 hour

INSTRUCTIONS TO PROPOSERS

- 1. Proposal to be provided in the order below:
 - a. Cover letter and general description of Proposer’s line of business ***including e-mail address***, signed by an authorized corporate officer, principal, or partner *(2 page limit)*.
 - b. Address item listed in the **Minimum Requirements** section and provide certificates if applicable.
 - c. Provide at least five (5) governmental references within the State of Florida that services are currently being provided to and number of years of continued service, including contact name with e-mail address and phone number *(2 page limit)*
 - d. Provide a list of service, installation and programming technicians located in Martin, St. Lucie or Palm Beach counties *(complete form available on Demandstar.com)*.
 - e. List the labor rates for technicians types *(complete form)*.

- f. Provide a markup cost for manufacturers/suppliers listed and be able to provide cost verification/auditing for cost analysis for equipment and services for the duration of contract (*complete form*).
2. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.
3. One (1) electronic copy of submittal on CD or thumb drive in PDF format shall be submitted. No paper copy is necessary.
4. A Selection Committee will score the proposals based on the criteria below and may develop a short list of firms that will make a presentation to the committee. If presentations are required, ten (10) additional points will be available to the firms.

Selection Criteria	Point Value
Ability to meet minimum contract/RFP requirements	30
Experience and references	30
Labor rates	20
Equipment cost	20
Total Points	100

ADDITIONAL INFORMATION

1. Cone of Silence. The County prohibits any communication by a Vendor or sub Vendor with Selection Committee members or any other employee regarding this Contract outside the Purchasing Division including but not limited to the County Administrator and County Commissioners about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.
2. Contract. The successful vendor shall be required to enter into the Contract included with this RFP. The Vendor understands that this RFP does not constitute an agreement or contract with the Vendor. County contracts are awarded only when a fully executed written agreement has been returned to the Vendor by the County.
3. All questions concerning this selection process or this document, and protests, or appeals of the decision of the Selection Committee must be addressed in writing to the Purchasing Division and e-mailed to pur_div@martin.fl.us. Questions shall be received no later than 5:00 PM on Monday the week prior to the bid due date.
4. No oral interpretation of this RFP shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations and any supplemental instructions will be in the form of written addendum via www.demandstar.com. Failure of any Vendor to receive such addendum shall not relieve said Vendor from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.

5. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County.
6. All submittals shall become public records upon receipt by the County.
7. Submittals may be withdrawn prior to due date by written request dispatched by the Vendor and received by the Purchasing Division before the time for receiving Submittals has expired.
8. The County reserves the right to request clarification of information submitted and to request additional information of one or more Vendors after the deadline for receipt of Submittals.
9. Costs for preparation of a response to this request are solely those of the Vendor and the County assumes no responsibility for any such costs incurred by the Vendor. The County will not be liable for any costs incurred by the Vendor prior to execution of the contract by the parties.
10. PDF submittals shall be formatted for letter sized paper and with a minimum 12 point font.
11. Vendors are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.
12. Vendors must indicate on the outside of their envelope the following:
 - RFP Number and Name
 - Due Date and Time
 - Name of Proposer
13. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. Vendors who are nonresident corporations shall furnish to the County evidence of their ability to transact business in the State of Florida along with their RFP.
14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
15. Any Vendor who presents in its RFP to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
16. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFP documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
17. The Vendor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the Vendor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

18. It is the policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.
19. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.
20. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list". Questions regarding this statement should be directed to Bureau of State Procurement (904) 488-8131.
21. It is the policy of Martin County that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation, Federal Transit Administration (FTA). Martin County utilizes the Florida Department of Transportation (FDOT) Certified Business Directory (BizNet) database to identify all firms eligible to participate as DBE's. Martin County is not a certifying member of the Unified Certification Program. The COUNTY recognizes the DBE certification from FDOT and other certifying members that are FTA grant recipients in the State of Florida. DBEs responding to this RFP shall provide DBE certification information as part of their response.
22. Protests shall be in accordance with the procedure outlined in the Martin County Purchasing Manual which is available at www.martin.fl.us. Type Purchasing Manual into the Search field.
23. Selection Committee meetings are posted on the County's website at www.martin.fl.us in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public.
24. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all proposers. Proposers that do not provide an e-mail address as requested above shall not be notified. Final selection shall be posted on www.demandstar.com.
25. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board

members. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR
GOODS AND SERVICES**

THIS AGREEMENT, effective this _____ day of _____ in the year, 20, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Bid Name:

Bid Number: RFB

Term: Three (3) years plus two 1-year renewal options

Not to Exceed Amount: \$

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term indicated on Page 1 of this Agreement and any extensions thereof. This Agreement may be renewed subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the

COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Prices shall remain firm for the duration of the contract and any renewals or extensions.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

9.1.2. 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 in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4. Upon completion of the 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 Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall 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.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5481, pur_div@martin.fl.us, 2401 SE Monterey Road, Stuart, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including

coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the “Workers Compensation Law” or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.