

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND SIEMENS INDUSTRY, INC. FOR ANNUAL HEAVY EQUIPMENT HVAC BASIC
COVERAGE IN VARIOUS COUNTY BUILDINGS**

This Agreement (the "Agreement") is entered into this _____ day of _____, 2019 between Alachua County, Florida, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Siemens Industry, Inc., a foreign for profit corporation with a principal business address of 100 Technology Drive, Alpharetta, GA 30005 hereinafter referred to as "Contractor". Collectively, hereinafter County and Contractor are referred to as "Parties".

WITNESSETH

WHEREAS, the County issued Bid #20-18 seeking Contractors to furnish Heavy Equipment HVAC Basis Coverage, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid #20-18, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid #20-18 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term**. This Agreement is effective for one year beginning October 1, 2019, and continuing through September 30, 2020, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for 2 additional 2 year periods at the same terms and

conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1, *Scope of Services***.

- 2.1 Within 60 days of awarding the contract, the Contractor must perform field verification on equipment and provide the County with an actual inventory of all equipment, updating the equipment list shown in **Exhibit 2, *Equipment List***. The Contractor shall be responsible for maintaining any piece of equipment even if it is not on the Equipment List.

- 2.2. Once per quarter the Contractor must provide an updated equipment list to the County for review at the monthly meeting as required under item 15.0 Monthly Service Meeting. The Parties agree that these updated equipment lists will supersede and replace **Exhibit 2, *Equipment List***.

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.2. The Contractor is a professional qualified to perform the services described.
 - 3.3. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
 - 3.4. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. For the purposes of this Agreement, a fiscal year shall mean the period of October 1st through September 30th. The Contractor shall be paid an annual sum that shall not to exceed Five Hundred Ninety Thousand, Seven Hundred Twelve Dollars and Ninety-Two Cents (\$590,712.92) per fiscal year for services rendered under this Agreement in the following manner:

4.1.1 The Contractor shall be paid an annual sum of Three Hundred Fifteen Thousand Seven Hundred Twelve Dollars and Ninety-Two Cents (\$315,712.92) per fiscal year for basic coverage services as described in **Exhibit 1, Scope of Services**, to be paid in in monthly installments of Twenty-Six Thousand, Three Hundred Nine Dollars and Forty-One Cents (\$26,309.41) .

4.1.2 The Contractor shall be paid a sum that shall not to exceed Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000) per fiscal year for County approved unanticipated repairs and the replacement of HVAC equipment and parts discovered during routine preventive checks and services, pursuant to **Exhibit 1, Scope of Services**.

4.1.2.1 Payments for repairs shall be paid only under the following conditions:

- i. The Contractor must provide the County with a written quote, priced in accordance with the price matrix listed in **Exhibit 3, Siemens Industry, Inc. 's Price Submittal**.
- ii. The Contractor received written approval to perform the repair from the Facilities Director or in his/her absence their designee, OR the written approval from the Critical Facilities Manager or in his/her absence their designee, before commencing the work. In the case of an emergency repair, verbal authorization by the Facilities Director or Critical Facilities Manager is allowed, however written authorization must be obtained within one business day of commencing the repair.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly invoices to the County requesting payment for services properly rendered and expenses

due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, all services provided have served a public purpose, all obligations of the Contractor covered by prior invoices have been paid in full, and the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

The locations identified in Table 4.2.A will be invoiced to and managed by:

Alachua County Board of County Commissioners
Facilities Management Director
915 SE 5th Street
Gainesville, FL 32601

Table 4.2.A

Building	Monthly Cost	Annual Cost
Administrative Building	\$2,741.00	\$32,892.00
Animal Services	\$1,092.50	\$13,110.00
CCC AC Equipment – POD	\$9.00	\$108.00
Civil Courthouse	\$3,872.00	\$46,464.00
Community Support Services/Health Dept. Building	\$2,728.00	\$32,736.00

Criminal Courthouse	\$4,523.00	\$54,276.00
Josiah T. Walls (515 Building)	\$1,510.00	\$18,120.00
Public Defender's Building (New)	\$835.00	\$10,020.00
Old PD Building-Main St. Bldg.	\$768.00	\$9,216.00
Records Retention Building	\$391.00	\$4,692.00
State Attorney's Office	\$1,303.00	\$15,636.00
Veteran's (Kanapaha) Memorial Center	\$203.58	\$2,442.96
Wilson Building	\$1,101.33	\$13,215.96
Sub-Total Facilities:	\$21,077.41	\$252,928.92

The locations identified in Table 4.2.B will be invoiced to and managed by:

Alachua County Board of County Commissioners
Critical Facilities Manager
5620 NW 120th Lane
Gainesville, FL 32653

Table 4.2.B

Building	Monthly Cost	Annual Cost
Consolidated Communication Center	\$915.00	\$10,980.00
Fire Rescue Headquarters	\$521.00	\$6,252.00
Public Works Administration Building	\$1,650.00	\$19,800.00
Sheriff's Headquarters	\$2,146.00	\$25,752.00
Sub-Total Critical Facilities:	\$5,232.00	\$62,784.00

Total:	\$26,309.41	\$315,712.92
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4.2.1. The invoices for unanticipated repairs, approved via price matrix, are to be billed based on facilities as defined in Tables 4.2.A and 4.2.B.

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment

Act”), and shall be remitted to:

Siemens Industry, Inc.
4111-B NW 6th Street,
Gainesville, FL 32609

4.4. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. Alachua County Minimum Wage:

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the “Minimum Wage”).

5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.4. The Contractor must provide certification, **Exhibit 5**, *Certification of Meeting Alachua County Wage Ordinance*, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for

covered services aware of the requirements

5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

6. Personnel.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the following individuals will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Craig Retter</u>	Mechanical PM/Repairs *
<u>Mark Brinkley</u>	Mechanical PM/Repairs
<u>Darrell Wilkeson</u>	Mechanical PM/Repairs
<u>Greg Groover</u>	Mechanical PM/Repairs
<u>Chris Summer</u>	Mechanical PM/Repairs
<u>Chris Thompson</u>	Chiller Technical Team Leader *
<u>James Edge</u>	Chiller Mechanical PM/Repair
<u>Michael Sommise</u>	Chiller Mechanic PM/Repairs
<u>Duane Sommise</u>	Boiler Certified Technician

**Contractor personnel that must be dedicated to Alachua County*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The Facilities Director or Critical Facilities Manager may authorize changes to this list in writing. The Contractor may not make any personnel changes without the County's approval in writing.

7. Notice. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with

receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County's representatives, for identified buildings are:

Facilities Management Department
Facilities Director
915 SE 5th Street
Gainesville, FL 32601

OR

Critical Facilities Management
Assistant Public Works Director
5620 NW 120th Lane
Gainesville, FL 32653

Contractor:

Siemens Industry, Inc.
4111-B NW 6th Street,
Gainesville, FL 32609
ATTN: Tim Trent, Branch Manager

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts/Grants

8. Default and Termination.

8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Facilities Director or Critical Facilities Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not

corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

9. Project Records.

9.1 General Provisions:

9.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or

means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

9.1.2 In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

9.2 Confidential Information:

9.2.1 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

9.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall 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 the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must 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 the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall 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.

9.4 Compliance: A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

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 AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE RACHEL YOHO AT 352-264-6906, US MAIL AT 12 SE 1ST STREET, GAINESVILLE, FL 32601, OR RYOHO@ALACHUACOUNTY.US

10 Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 4, Insurance Requirements**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 4-A**.

11 Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

12 Laws & Regulations.

12.1 The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12.2 The Contractor must comply with the FBI Criminal Justice Information Services (CJIS) version 5.7, dated August 16, 2018, Section 5.1.1.5 and execute the CJIS Vendor Certification at **Exhibit 6**.

13 Indemnification.

13.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

13.2 The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

13.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

13.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside

control, collusion, or fraud.

18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue.** This Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.

23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments.** The Parties may amend this Agreement only by mutual written agreement signed by both Parties.

25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the

Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

27. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

28. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: Timothy Trent

Title: Service Manager

By: _____

Print: Joshua Hudanish

Title: Branch Manager

Date: 09/13/2019

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

Exhibit 1: Scope of Services

1.0 PURPOSE

- 1.1 To provide Basic Maintenance Service Coverage per Technical Specifications for HVAC services in Alachua County owned and operated buildings. It is the intent of this scope of services for the contractor to provide basic coverage-including preventive maintenance on all HVAC equipment in the County buildings listed.

2.0 SCOPE OF SERVICE

- 2.1 The maintenance services must be performed according to manufacturing specifications. Any repairs requiring equipment replacement under “basic coverage” will be priced and charged to the County according to **Exhibit 3, *Siemens Industry, Inc.’s Price Submittal***. Also all repairs requiring replacement must be in writing and approved by the Facilities Management Director before commencing the work. This request must be done in the form of a purchase order. This service shall include but not be limited to the chillers, boilers, split package units, wall hung units, devices, compressors, air handlers, variable frequency drives, furnaces (electric, gas or oil fired), coils (hot deck, cold deck, and evaporator), condenser units, valves and actuators (hot water and chill water), thermostats, air bleeder vents, fuses, VAV’s, circuit boards, circulating pumps (chiller and boiler loops), programmable control modules, (including thermostats, tuxes, pneumatic or otherwise), pneumatic 3 way modulating valves, actuators, regulators, filters, gaskets, exhaust fans, make-up air, all electric motors, belts, valves, power roof vents, any and all equipment unnamed or undiscovered in **Exhibit 2, *Equipment List***. These currently exist within the facility at time of contract signature (mutually agreed to with the contractor). This bid excludes the McQuay chiller located in the basement of the County’s Administration Building.

2.2 Contractor shall be solely responsible for accepting and maintaining the conditions of all the equipment upon award in "as is" status. Basic coverage means; preventive maintenance tasks only, which includes ancillary maintenance materials such as belts, lubricants, filters, etc. Any repairs and or replacements to equipment under basic coverage will be priced and charged to the County using **Exhibit 3, Siemens Industry, Inc.'s Price Submittal**.

2.3 All planned maintenance services will be performed during normal working hours, Monday through Friday, except for observed County holidays. But no climate equipment shall be turned off during this time period. In the event equipment must be shut down for maintenance and repair then coordination with Facilities for staff/scheduling must be pre-arranged with consideration for after-hours work. After hours rate will apply if maintenance is deemed to be performed outside of normal working hours. After hours rate must be approved, by the County, in advance.

3.0 **MATERIALS AND STANDARDS**

3.1 The Contractor shall supply ALL parts, supplies and equipment to perform basic maintenance coverage on the heating and air conditioning maintenance at their expense. This includes material, supplies and or equipment to perform preventive maintenance checks and services.

3.2 Storage space shall be provided by the County for materials, supplies and equipment to meet scheduled maintenance requirements only, at no cost to the Contractor. Long term storage space for supplies in large quantities will not be available.

4.0 **AREA**

- 4.1 The County reserves the right to renegotiate with the Contractor awarded these services to a particular building in the case of relocation of Department(s) to a new facility or the County elects to provide maintenance services with in-house staff.

5.0 **HOLIDAYS**

- 5.1 The following days shall be holidays recognized by the County:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday	following Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

- 5.2 If any recognized holiday should fall on a Saturday, the proceeding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. This list of County recognized holidays is only for the Contractor's information and does not have an impact on emergency calls for repairs made by the County to the Contractor.

6.0 **PREVENTATIVE MAINTENANCE**

- 6.1 Shall include but not be limited to Schedule #1 thru #6 (included herein), and shall be performed at, but shall not be limited to, all units listed in **Exhibit 2, Equipment List**. The contractor should conduct a field verification of HVAC equipment and provide a complete equipment inventory with a scheduled PM program to the

County within 90 days of the execution of the contract. Schedule #1 through #6 are examples of maintenance requirements. However, within 60 days of awarding the contract, the Contractor must perform field verification on equipment and provide the County with an actual inventory of all equipment, updating **Exhibit 2, Equipment List**. The Contractor remains responsible for maintaining any piece of equipment that are omitted from the list.

- 6.2 Maintenance intervals shall be determined by equipment run time, application location, maintenance experience, and manufacturer's specifications.
- 6.3 Intervals shall be performed according to manufacturer's specifications.
- 6.4 Backup emergency service shall be provided 24 hours a day to minimize downtime inconvenience. Response time to an emergency call shall be within two (2) hours.

7.0 **COMPONENT REPLACEMENT**

- 7.1 Contractor shall supply and replace worn, failed or doubtful components and parts that are associated with preventive maintenance (PM) checks and services. A proposal including an equipment list to replace broken equipment that are not associated with PM will be submitted to the Facilities Management Director, the Assistant Public Works Director, or their designee, within 24 hours for approval. Replacements shall be of like or current design or brand name and meet manufacture specifications to minimize system depreciation and obsolescence. The equipment when possible must be energy efficient and meets like or current design or brand name. During the PM process, the Contractor will provide the County with copies of maintenance inspection sheets within 24 hours and inform the Maintenance Coordinators of any parts/components that have worn or failed enough to constitute replacements.

8.0 **EMERGENCY SERVICE**

- 8.1 The Contractor shall provide priority service 24 hours a day seven (7) days per week. There will be a two (2) hour response time on all emergency calls.
- 8.2 County shall not be charged for emergency service unless an emergency service call is made at the County's request and at time other than that at which the Contractor would have made a planned, preventive maintenance call, and inspection does not reveal any defect in the heating and cooling system(s) for which the Contractor is responsible under this Agreement.
- 8.3 Only the Facilities Management Director, the Assistant Public Works Director, or their designee, shall initiate emergency calls. Parts for emergency repairs shall be ordered the same day of discovery; if necessary parts will be shipped next day air or same day bus service at the contractor's expense. The Alachua County Facility Director, the Assistant Public Works Director, or their designee, shall decide which repairs constitute an emergency repair.

- 8.4 Only the Facilities Management Director, the Assistant Public Works Director, or their designee, shall initiate emergency calls. Parts for emergency repairs shall be ordered the same day of discovery; if necessary parts will be shipped next day air or same day bus service at the contractor's expense. The Alachua County Facility Director, the Assistant Public Works Director, or their designee, shall decide which repairs constitute an emergency repair.

9.0 ADDITIONAL SERVICES

- 9.1 The following services shall be included as part of this Agreement at no additional cost to the County:

- | | | |
|-------|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| 9.1.1 | <i>Spectrographic Oil Analysis</i> | Twice Annually |
| 9.1.2 | <i>Oil Sump Inspection</i> | Annually |
| 9.1.3 | <i>Set Starter Overloads</i> | Annually |
| 9.1.4 | <i>Tube Brushing Condenser Section</i> | Annually |
| 9.1.5 | <i>Electronic Eddy Current Tube Probe Analysis</i> | First quarter of the contract and then a minimum of every three years |
| 9.1.6 | <i>Clean drain pans, overflow pans and drain lines</i> | Annually or as needed |
| 9.1.7 | <i>Clean air cooled evaporators, condenser coils, drain pans.</i> | Quarterly |
- Coils shall be cleaned with a non-acid coil cleaner (3-D or equivalent) and manufacturer's directions shall be followed.

- 9.2 Copies of the above reports will be provided to the County's Maintenance Coordinator/Agents within 24 hours of completion.

- 9.3 The Contractor must provide the County with an Annual written maintenance schedule for the above work within 60 days of receipt of the contract.

10.0 STAFFING

- 10.1 The Contractor will provide qualified HVAC technicians on-site throughout the term of this contract in accordance with the schedule below. Personnel assigned

will conduct maintenance services during regular County work hours and not after hours, weekends, or contractor's holidays unless authorized in advance by the contractor. Contracted personnel will primarily provide preventive maintenance checks and services to all HVAC related equipment in County buildings.

- 10.2 Personnel (Optional) So long the individuals named below remain actively employed or able to be retained by the contractor, they shall perform the functions indicated next to their names. Any changes to this list must be submitted in writing to the Facilities Director for approval before any new names can be added. Below is the authorized list of contractor's employees and functions that would be involved with providing basic HVAC coverage on County buildings:

10.2.1 Function

Mechanical PM/Repairs *
Mechanical PM/Repairs
Mechanical PM/Repairs
Mechanical PM/Repairs
Mechanical PM/Repairs
Mechanical PM/Repairs
Chiller Technical Team Leader *
Chiller Mechanical PM/Repair *
Chiller Mechanic PM/Repairs
Boiler Certified Technician*

**Contractor personnel that must be dedicated to Alachua County*

- 10.3 Below is the dedicated and minimum staffing schedule including **minimum** hours per month

Month	# Personnel	Hours/Month
October	1	172
November	1	156
December	1	172
January	1	156
February	2	328
March	2	360
April	1	164
May	1	164
June	2	336
July	3	468
August	2	360
September	1	164
Totals	18	3,000

- 10.4 Contractor will submit to the County with the monthly invoices proof of hours worked by the above personnel.

11.0 **SPECIAL REQUIREMENTS FOR THE SERVICE TEAM**

- 11.1 Contractor shall provide the names of two or more State Certified HVAC mechanics or two mechanics that hold journeyman cards.
- 11.2 Contractor will check the building management system for all applicable buildings (BMS) between 6:30 to 7:30 a.m., business days and report the status to the County and building occupants, no later than 8 a.m.

12.0 **CONTRACTORS NOTIFICATION OF WORK STATUS**

- 12.1 Contractor personnel will notify the designated County Facilities HVAC Maintenance Coordinator daily not later than 7:30 AM. During this notification process, the contractor must provide their location, summary of planned daily work scope, and shall report any problems with HVAC systems as well as proposed solutions.

13.0 **COUNTY WORK ORDERS**

- 13.1 Contractor site personnel will work with the County's Work Order Reception Center and Work Management Coordinator in developing a tracking system to account for all basic coverage and preventive service work performed on the County's HVAC systems. This will allow the County to better track planned and scheduled work performed by in-house staff and contractors.
- 13.2 Contractor must input, manage, track, update and close work orders, in a timely manner, using the County's City Works software system.

14.0 **BUILDING AUTOMATED SYSTEMS**

- 14.1 To reduce the time necessary to proactively investigate and repair issues before occupants are aware of them, contractor site personnel will be allowed to access the existing Alachua County building automation system to analyze and troubleshoot potential mechanical issues in buildings assigned to this contract. The County's building control services and repairs are not included in this contract and are under separate by another provider. (must strike controls from prior section of this contract highlighted)

15.0 **MONTHLY SERVICE MEETING**

- 15.1 A monthly service meeting will be scheduled between the Service Manager and the designated County representative or contract coordinator to review the service

delivery report, including water treatment, work orders, monthly man hours reports, performance measures, quality assurance and quality control, pending issues, repairs and labor hours expended. Minutes from this meeting must be provided by the contractor to the Facilities Director within one week, for review. Once per quarter the contractor must provide an updated equipment list to the County for review at the monthly meeting.

16.0 **QUALITY ASSURANCE AND QUALITY CONTROL**

- 16.1 Within 45 days of execution of the contract, the Contractor must assist the County in formalizing a QA and QC program ensuring maintenance service are performed in a timely manner and to manufacturers' specifications.

17.0 **PARTS STOCK**

- 17.1 Contractor shall stock the following parts for the following locations:

17.1.1 Sheriff's Office: Spare oil filter for B1 circuit

- 17.1.2 Within 60 days of execution of the contract, the Contractor will provide the County with recommended list of critical items to store on site, to reduce the downtime of critical equipment; i.e. common high use motors, pumps, etc.

18.0 **TOTAL MAINTENANCE PROGRAM**

18.1 **Central Station Air Handling - Schedule #1**

18.1.1 Annual Winter Maintenance - Once a year a thorough preventive maintenance schedule shall be performed to include the following:

- 18.1.1.1 Inspect and clean coil.
- 18.1.1.2 Inspect drain pan, clean and inspect drain line.
- 18.1.1.3 Inspect fan wheels.
- 18.1.1.4 Inspect drive sheaves.
- 18.1.1.5 Check belt alignment and tension.
- 18.1.1.6 Lubricate bearings and linkages.
- 18.1.1.7 Check bearing and motor mounting.
- 18.1.1.8 Check motor operating voltage and amperages.
- 18.1.1.9 Check and adjust inlet vanes and fire dampers.
- 18.1.1.10 Inspect electrical connections and contactors.
- 18.1.1.11 Clean strainers and change filters

18.1.2 Scheduled Preventative Maintenance Inspections shall be provided four times a year.

- 18.1.2.1 Check belt tension and replace belts as needed.
- 18.1.2.2 Lubricate.
- 18.1.2.3 Check bearing and motor mounting.
- 18.1.2.4 Check for any excessive vibration or noise and correct.

18.2 **Total Maintenance Program – Chillers Schedule #2**

18.2.1 Annual Winter Maintenance - Once a year each chiller under contract shall receive a thorough annual inspection according to the manufacturer's specifications. A thorough preventative maintenance may include but not be limited to the following:

- 18.2.1.1 Furnish oil filters, regular filters and gaskets.

- 18.2.1.2 Pressure test low pressure machines, leak test high pressure machines.
- 18.2.1.3 Repair all leaks to bring machine into Environmental Protection Agency requirements .(refrigerant monitors)
- 18.2.1.4 Detailed inspection of purge systems and purge maintenance per manufacturer's specifications.
- 18.2.1.5 Check condition of contacts for wear and pitting.
- 18.2.1.6 Check and calibrate safety controls.
- 18.2.1.7 Meg compressor motor oil pump motor. Record readings.
- 18.2.1.8 Check starter, tighten all starter terminals and check contacts for wear.
- 18.2.1.9 Tighten motor terminals, and control panel terminals.
- 18.2.1.10 Clean oil strainer; replace filter and gasket.
- 18.2.1.11 Tighten oil heater leads.
- 18.2.1.12 Check operation of vane controllers and recalibrate.
- 18.2.1.13 Change oil when so indicated by oil analysis.
- 18.2.1.14 Acid clean (if required) and brush condenser tubes.
- 18.2.1.15 Report any uncorrected deficiencies noted.

18.2.2 Written Reports - Contractor shall provide a written report to the customer representative following each regular inspection or emergency call. Service reports shall contain the following:

- 18.2.2.1 Date of report
- 18.2.2.2 Model and serial number of inspected/repaired equipment
- 18.2.2.3 Building that the equipment is located in.
- 18.2.2.4 Date that service was performed.
- 18.2.2.5 A description of the work performed
- 18.2.2.6 Name of technician who performed the work
- 18.2.2.7 Hours on site

18.2.3 Scheduled Preventative Maintenance - Eleven (11) inspections during the operation season shall be made and shall include the following:

- 18.2.3.1 Check operation of purge system.
- 18.2.3.2 Check operation of control circuit.
- 18.2.3.3 Check (Operators) log with (Customer), discuss operation of the machine generally.
- 18.2.3.4 Check operation of starter.
- 18.2.3.5 Report to operator any uncorrected deficiencies noted.

18.2.4 Emergency Service - This coverage includes emergency, calls between inspections as required for purpose of diagnosis of trouble, adjustment, and/or major/minor repairs. The County must approve of both minor and major repairs. After hours, weekends and holidays, the emergency service number transfers to the contractors after-hours call center and on-call technicians are dispatched as needed.

18.2.5 Analysis Services - Various diagnostic tests shall be performed depending on equipment duty and type as checked below. A copy of these special testing shall be provided to County Facilities Department within 48 hours upon completion of testing. In addition a copy will be attached in a protected cover and secured to the equipment. As minimum, the reports with interpretation and recommendations shall include:

- 18.2.5.1 Oil sample and analysis for wear metals, acid content and moisture.
- 18.2.5.2 Refrigerant analysis for acid and moisture content.
- 18.2.5.3 Eddy current tube analysis for wear and pitting shall be performed on the condenser every three (3) years and evaporator every five (5) years, with the first test to be conducted within three (3) months of contract approval and acceptance.

18.3 Clean Condenser Tubes - Once a year, furnish labor for brush cleaning of condenser tubes.

18.4 Annual Operator's Training - The Contractor shall work with the Facilities Maintenance Manager to identify and conduct training sessions aimed at achieving training goals for in-house staff. Training of operators or building engineers on the equipment covered.

18.5 Replacement Parts and Components - All parts, refrigerant, oil and other material to complete repairs shall be furnished under the provisions of this Agreement.

18.6 Major Repair Labor - Includes all labor to diagnose, repair or replace failed components of the equipment covered under the provisions of this Agreement.

18.7 **Total Maintenance Program - Reciprocating Equipment Schedule #4**

18.7.1 Annual Winter Maintenance - Once a year a thorough preventative maintenance schedule shall be performed to include the following:

- 18.7.1.1 Check unit thoroughly for refrigerant leaks.
- 18.7.1.2 Check and calibrate safety and operating controls.
- 18.7.1.3 Check and tighten all electrical terminals and check contacts for wear.
- 18.7.1.4 Check and adjust oil level in compressor, as required.
- 18.7.1.5 Tighten terminals to motor and control panel.
- 18.7.1.6 Check crankcase heater.
- 18.7.1.7 Replace any gaskets, belts, filters and or seals as required per specifications.
- 18.7.1.8 Check external interlocks, flow switch, pumps and fans.
- 18.7.1.9 Report any uncorrected deficiencies noted.

18.7.2 Written Reports - Contractor shall provide a written report to the County's representative following each regular inspection and/or emergency call within 48 hours upon completion of service

18.7.3 Scheduled Preventative Maintenance to be provided 11 times a year during the contract period and shall include the following:

- 18.7.3.1 Make complete operating log and record proper operating temperatures, pressures, voltages, and amperages.
- 18.7.3.2 Check and adjust operating and safety controls.
- 18.7.3.3 Check operation of crankcase heater.
- 18.7.3.4 Check and adjust compressor oil level.
- 18.7.3.5 Check operation of control circuit.
- 18.7.3.6 Check operating log with operator, discuss operation of machine generally.
- 18.7.3.7 Check water/air flow of evaporator and condenser
- 18.7.3.8 Check super heat.
- 18.7.3.9 Check and replace any belts, gaskets, seals and or filters as necessary.
- 18.7.3.10 Check operation of all motors and starters.
- 18.7.3.11 Report to operator any uncorrected deficiencies noted.

18.7.4 Analysis Services - Various diagnostic tests shall be performed as required by the Facilities Management Department. Reports with interpretations and recommendations shall be included.

- 18.7.4.1 Semi-annually oil sample analysis for wear metals, acid content and moisture.

18.7.5 Clean Condenser Tubes - Contractor shall furnish labor and materials for brush cleaning of condenser tubes and clean air cooled condenser coils. This service shall be performed in February of each year.

18.7.6 Major Repair Labor - Includes all labor to diagnose, repair or replace failed components of the equipment covered under the provisions of this Agreement.

18.8 **Total Maintenance Program - Pump Maintenance Schedule #5**

18.8.1 Seasonal Start-Up (Annual)

18.8.1.1 Clean Pump Strainers.

18.8.1.2 Lubricate pump bearings per manufacturer's recommendations.

18.8.1.3 Lubricate motor bearings per manufacturer's recommendations.

18.8.1.4 Tighten all nuts and bolts. Check, adjust or replace motor mounts and vibration pads.

18.8.1.5 Check pump alignment and coupling with dial indicator.

18.8.1.6 Check motor operating conditions.

18.8.1.7 Inspect electrical connections and contactors

18.8.1.8 Check and clean strainers and check hand valves.

18.8.1.9 Inspect, adjust or replace mechanical seals, filters or pump packing.

18.8.1.10 Operate pumps and check efficiency.

18.8.2 Scheduled Preventative Maintenance Inspections - To be provided two (2) times a year, and shall include the following:

18.8.2.1 Lubricate pump bearings per manufacturer's recommendations.

18.8.2.2 Lubricate motor bearings per manufacturer's recommendations.

18.8.2.3 Check suction and discharge pressures.

18.8.2.4 Check and adjust packing or mechanical seal.

18.8.2.5 Check motor voltage and amperage and report the results of variances, including maintenance recommendations, on the second inspection to the Facilities designee.

18.8.3 Scheduled Preventative Maintenance Inspections shall be conducted by County staff on a monthly basis and any problems shall be communicated to the Contractor in writing.

18.9 **Total Maintenance Program - Boiler Maintenance Schedule #6**

18.9.1 Annual Pre-Season Major Maintenance

- 18.9.1.1 Open fireside and water side for cleaning and inspection.
- 18.9.1.2 Inspect refractory.
- 18.9.1.3 Clean or replace water column sight glass.
- 18.9.1.4 Clean fire inspection glass.
- 18.9.1.5 Disassemble, clean and inspect low water cutoff control(s).
- 18.9.1.6 Reassemble boiler and low water cutoff control(s) with new gaskets.
- 18.9.1.7 Clean or replace fuel filters.
- 18.9.1.8 Clean fuel nozzles and replace if necessary.
- 18.9.1.9 Clean burner fan wheel and air dampers.
- 18.9.1.10 Clean flame safeguard scanner.
- 18.9.1.11 Clean and adjust the gap on ignition electrodes.
- 18.9.1.12 Check all burner linkage for excessive wear.
- 18.9.1.13 Tighten all linkage set screws.
- 18.9.1.14 Lubricate motor and shaft bearings.
- 18.9.1.15 Verify flame safeguard control.
- 18.9.1.16 Clean contacts in program timer.
- 18.9.1.17 Check operation of flame safeguard control.
- 18.9.1.18 Check operation of modulating motor.
- 18.9.1.19 Perform pilot turn down test.
- 18.9.1.20 Check operation of low water cutoff and feed control(s)

18.9.1.21 Check settings and test all operating/limit controls.

18.9.2 Scheduled Preventative Maintenance - The following operations, inspections and adjustments shall be provided four 4 times per year and as a minimum services must be performed according to specifications :

- 18.9.2.1 Review owner's log. Log all operating conditions.
- 18.9.2.2 Inspect boiler and burner making adjustments as required.
- 18.9.2.3 Test low water cutoff and pressure relief valve.
- 18.9.2.4 Blow down and test low water cutoff and feed control(s).
- 18.9.2.5 Check for water, steam and fuel leaks.
- 18.9.2.6 Check sequence and operation of flame safeguard control.
- 18.9.2.7 Check setting and test operating and limit controls.
- 18.9.2.8 Check operation of modulating motor.
- 18.9.2.9 Lift safety/relief valves with at least 70 percent rated pressure.
- 18.9.2.10 Lubricate motor and shaft bearings (as required).
- 18.9.2.11 Check customers log with operator and discuss operation of boiler.

18.9.3 Combustion Testing - Two 2 times per year.

- 18.9.3.1 Test for following items: firing rate, fuel/air ratio, CO₂, CO, smoke test.
- 18.9.3.2 Adjust burner controls as required to obtain proper combustion.

18.9.4 Written Reports - Contractor shall provide the County with an annual maintenance schedule within 30 days of receipt of the contract and provide a written report on the condition of each boiler, to the County representative following each inspection.

18.9.5 Water Treatment Maintenance - Treatment chemicals, test kits and/or reagents, and minimum monthly service inspections to provide an effective program for inhibiting corrosion, fouling, and scaling in the existing chill water, condenser water and heating system loops. This treatment includes both open and closed loops for chill water and boiler systems.

18.9.5.1 Written Reports-Contractor shall provide written results of monthly water treatment and sampling to the County Representative with recommendations and cost to resolve any issues.

18.9.6 Annual Inspection:

- 18.9.6.1 Clean chemical feed pump section strainer.
- 18.9.6.2 Disassemble and clean bleed line strainer.
- 18.9.6.3 Disassemble and clean flow through sensor.
- 18.9.6.4 Disassemble and clean solution bleed valve.
- 18.9.6.5 Disassemble and clean check valve assembly.
- 18.9.6.6 Check chemicals in feed tank and check valve assembly.
- 18.9.6.7 Check dissolved solids content in water.
- 18.9.6.8 Check PH of water being treated.
- 18.9.6.9 Check bleed rate.
- 18.9.6.10 Check chemical content in system being treated.
- 18.9.6.11 Check conductivity controller operation.
- 18.9.6.12 Add chemicals as required (chemicals included).
- 18.9.6.13 Remove heads and brush tubes.

18.9.7 Semi-Annual Inspection

- 18.9.7.1 Clean and remove all debris from combustion chambers.

18.9.8 Monthly Inspection:

- 18.9.8.1 Check chemicals in fee tank and adjust as required.

- 18.9.8.2 Check dissolved solids contents in water.
- 18.9.8.3 Check PH in water being treated.
- 18.9.8.4 Check bleed rate.
- 18.9.8.5 Check chemical content in system being treated.
- 18.9.8.6 Check conductivity controller operation.
- 18.9.8.7 Adjust chemical feed pump as required.
- 18.9.8.8 Check for algae.

18.10 **Total Maintenance Program - Cooling Tower Maintenance Schedule #6**

18.10.1 Semi Annual Maintenance

- 18.10.1.1 Clean float valve assembly and adjust for proper operation.
- 18.10.1.2 Check and clean bleed off line and overflow.
- 18.10.1.3 Check for leaks.
- 18.10.1.4 Lubricate fan and motor bearings per manufacturer's recommendation.
- 18.10.1.5 Check amperage on motors.
- 18.10.1.6 Inspect electrical connections, contactors, relays and operating/safety controls.
- 18.10.1.7 Check and adjust condenser water temperature regulator system.
- 18.10.1.8 Furnish water analysis report for quality of water maintained in cooling tower.
- 18.10.1.9 Flush and replace water when salts get too high.

18.10.2 Schedule Preventative Maintenance - Ten 10 inspections during the operating season shall be made to include the following:

- 18.10.2.1 Inspect fan, motor and replace individual belts as needed.
- 18.10.2.2 Check and adjust oil level in gear reducer.
- 18.10.2.3 Check intake strainer, bleed and overflow.
- 18.10.2.4 Check and adjust operating conditions.

18.10.3 Annual Inspection

- 18.10.3.1 Clean chemical feed pump section strainer.
- 18.10.3.2 Disassemble and clean bleed line strainer.
- 18.10.3.3 Disassemble and clean flow through sensor.
- 18.10.3.4 Disassemble and clean solution bleed valve.
- 18.10.3.5 Disassemble and clean check valve assembly.
- 18.10.3.6 Check chemicals in feed tank and check valve assembly.
- 18.10.3.7 Check dissolved solids content in water.
- 18.10.3.8 Check PH of water being treated.
- 18.10.3.9 Check bleed rate.
- 18.10.3.10 Check chemical content in system being treated.
- 18.10.3.11 Check conductivity controller operation.
- 18.10.3.12 Add chemicals as required (chemicals included).
- 18.10.3.13 Remove heads and brush tubes. Delete from AC contract.

18.10.4 Semi-Annual Inspection

- 18.10.4.1 Clean and remove all debris from towers.

18.10.5 Monthly Inspection

- 18.10.5.1 Check chemicals in fee tank and adjust as required.
- 18.10.5.2 Check dissolved solids contents in water.
- 18.10.5.3 Check PH in water being treated.
- 18.10.5.4 Check bleed rate.
- 18.10.5.5 Check chemical content in system being treated.
- 18.10.5.6 Check conductivity controller operation.
- 18.10.5.7 Adjust chemical feed pump as required.
- 18.10.5.8 Check for algae.

Exhibit 2: Equipment List

*Upon execution of the contract equipment should be field verified.

ADMINISTRATION BUILDING - 71,500 SQ FT				
Address - 12 SE 1st Street Gainesville, Florida				
LOCATION	MANUFACTURER	TYPE	MODEL NO.	SERIAL NO.
BASEMENT MER	CARRIER	CHILLER- 140 TON	23XL1010NC40	3798J58600
BASEMENT MER	MCQUAY	CHILLER- 140 TON	E2212BE	WA07210053
BASEMENT MER	ARMSTRONG	CHW PUMP	17ABD08	1001165218
BASEMENT MER	ARMSTRONG	CHW PUMP	17ABD08	1001185217
OUTDOOR - GROUND LEVEL	MARLEY	COOLING TOWER	7-173-84	8806
BASEMENT MER	ABB	VFD	ACH550-VDR-023A-4	2093102219
BASEMENT MER	ABB	VFD	ACH550-VDR-023A-4	2093102217
BASEMENT MER	ABB	VFD	ACH550-VDR-023A-4	2092201211
BASEMENT MER	CURTIS	COMPRESSOR	60F4CD	20X50-60
BASEMENT MER	ABB	VFD	ACH MODEL	
OUTDOOR - GROUND LEVEL	BALDOR	CT FAN	96793x71781	70804070046
OUTDOOR - GROUND LEVEL	ARSTRONG	CW PUMP	4300328-083	131
OUTDOOR - GROUND LEVEL	ARSTRONG	CW PUMP	4300328-083	134
BASEMENT MER	AERCO	BOILER- 50 HP	AS-179495	G-08-0445
BASEMENT MER	AERCO	BOILER	AS-510156	G-10-1324
BASEMENT MER	BALDOR	HW PUMP	371079T859GL	F0904231430
BASEMENT MER	LEESON	HW PUMP	C143C17DKLF	TBV
BASEMENT MER	ITT	CIR. MOTOR	1522	173086
BASEMENT MER	POWERS	AIR COMPRESSOR	MB1KA622739	TBV
BASEMENT MER	WEIMAN/MASTER	CIR. COMPRESSOR	2K3-4/330593	120474
BASEMENT	BOHN	AIR HANDLER	HM212	429417
1 ST FL.ELECTIONS	AMERICAN STANDARD	AIR HANDLER	LAB12	859
1 ST FL.ELECTIONS	CARRIER	AIR HANDLER	42DD6	1210968321
TAX OFFICE	MCQUAY	AHU	SB44X	R8019
N. BASEMENT	McQUAY	AHU	LS108CH	3NG0051604
2 ND FL. MECH. ROOM	McQUAY	AHU	LSL141DH	3XK00014-04
TAX OFF. S.W. WALL	McQUAY	AHU	SF-64X	R8018
TAX OFF. S.W. WALL	McQUAY	AHU	SB44X	R8020
TAX OFF. S. WALL	McQUAY	AHU	R8017	
4 TH FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	2AB15	3192172
4 TH FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	1A12	319173
3 rd FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	1A12	319175
3 rd FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	1AB18	319174

2 ND FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	2B12	3219176
2 ND FL. MECH. ROOM	AMERICAN STANDARD	AIR HANDLER	2B15	3219176
2 nd FL. ROOF	TEMPROL	AHU	R2-20	21415
CONF. RM. "B"	WEATHERKING	AIR HANDLER	HH641B	48305-140376
ELECTIONS	WEATHERKING	AIR HANDLER	VCH044M-3E-T	920703702001.00
PENTHOUSE	LENNOX	AIR HANDLER	CB11-41-261-1P	001368-9236CCT
RECORDS NORTH	YORK	AIR HANDLER	MCB366B	FM228222
2 ND FL. MECH. ROOM	YORK	AIR HANDLER	FISF036R06A	EDCS128327
RECORDS NORTH	DINH	AIR HANDLER	AHU-3-H	900914
WOMEN'S RESTROOM	TRANE	AIR HANDLER	62DD	S3198
EEO Office	TRANE	AIR HANDLER	BCVB0241BFOC2322B3H000006A02	T01F6901A
EEO Office	TRANE	AIR HANDLER	BCVB0241BFOC1321B3H000006A02	T01F6902A
2nd Floor - Roof above Boardroom	AMERICAN STANDARD TRANE	SPLIT PACKAGE	WCZ060F300BD	7282JG68H
2nd Floor - Roof above Boardroom	AMERICAN STANDARD TRANE	SPLIT PACKAGE	WCZ060F300BD	7282JG58H
PIO Equipment Room	GREE	WALL HUNG UNIT	VIR12HP115V1AH	1416GS01204
SOE - 12SE 1 st St	YORK	SPLIT HEAT PUMP	YHJD48S4353A	WIL036736B
	4 TON	CONDENSING UNIT		
SOE - 12SE 1 st St	YORK	SPLIT HEAT PUMP	AHE48D3XH21A	WIC1616129
	4 TON	INDOOR FCU		

ANIMAL SERVICES-28,500 SQ FT				
Address - 53rd Ave Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
	LENNOX	CONDENSER	TBV	TBV
	LENNOX	HANDLER AC-1	CX3452-C	6011K06223
	LENNOX	CONDENSER	No Info	No Info
	LENNOX	HANDLER	No Info	No Info
	DESERTAIRE AC-6 Installation 5/12	DEHUMIDIFIER	QS03C7E54279	4911E21103
	DESERTAIRE #2 Installation 5/12	DEHUMIDIFIER	QV05P3E54279	4211E21010
	DESERTAIRE #2 Installation 5/12	CONDENSER	ROCF2-9501C3E00	T11L01304
	DESERTAIRE AC-3-4 Installation 5/12	DEHUMIDIFIER	QV08P3E54279	4111E21009
	DESERTAIRE #3 Installation 5/12	CONDENSER	ROCF4-5501B3E00	T11L01288

	DESERTAIRE AC-7 Installation 5/12	DEHUMIDIFIER	QS08C3E54279	4911E21102
	DESERTAIRE AC-5 Installation 5/12	DEHUMIDIFIER	FH20XFL24X1ROW	111117.00
	DAIKIN	CONDENSER	TBV	TBV
	DAIKIN	HEADUNIT #1	TBV	TBV
	DAIKIN	HEADUNIT #2	TBV	TBV
	DAIKIN	HEADUNIT #3	TBV	TBV
	DAIKIN	HEADUNIT #4	TBV	TBV
	DAIKIN	HEADUNIT #5	TBV	TBV
	DAIKIN	HEADUNIT #6	TBV	TBV
	DAIKIN	HEADUNIT #7	TBV	TBV
	DAIKIN	HEADUNIT #8	TBV	TBV
	DAIKIN	HEADUNIT #9	TBV	TBV
	DAIKIN	HEADUNIT #10	TBV	TBV
	DAIKIN	HEADUNIT #11	TBV	TBV
	DAIKIN	HEADUNIT #12	TBV	TBV

		CCC POD		
LOCATION	MFG	TYPE	MODEL #	S/N
Equipment Room	Mitsubishi	Condenser	PUY-A36NHA4	31U12899B
Equipment Room	Mitsubishi	Air handler	PKA-A36KA4	42M00669
Equipment Room	Mitsubishi	Condenser	PUY-A36NHA4	3XU12192A
Equipment Room	Mitsubishi	Air handler	PKA-A36KA4	3XU12192A

CIVIL COURTHOUSE - 101,000 SQ FT				
Address - 201 E University Ave Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
Basement Mechanical Room	TRANE	CHILLER	RTHB180FLF00NWP000VNN2LFV0QU0	U97H04067
Basement Mechanical Room	TRANE	CHILLER	RTHB180FLF00NWP000VNN2LFV0QU0	U98G01854
Basement Mechanical Room	US motor	CHW PUMP	j364a	B06 1004701- 002r-5
Basement Mechanical Room	US motor	CHW PUMP	j364a	B06 1004701- 002r-4

Basement Mechanical Room	US motor	CW PUMP	TBV	TBV
Basement Mechanical Room	US motor	CW PUMP	TBV	TBV
Basement Mechanical Room	AERCO	NG BOILER	28A-8	TBV
	US electric	HW PUMP	h13091	B07 97082094 001
Basement Mechanical Room	WOOD IND	AIR COMPRESSOR	685287	2476
Roof	EVAPCO	COOLING TOWER	AT9-12B	970944
Roof	EVAPCO	COOLING TOWER	AT9-12B	970572
B15-1	CARRIER	TBV	50BT006600	4482 G50 616
B15-2	LIEBERT	AHU	SDO96A4A00	157943-001
	LIEBERT	CONDENSER	CSF104T.7	90070429
	CARRIER	CONDENSER	38HDC018341	2899X74045
	ABB	VFD	ACH550-vdr-015a-4	2092000099
	ABB	VFD	ACH550-vdr-015a-4	2092000100
	ABB	CT FAN VFD	b0104ff2ush04	TBV
	ABB	CT FAN VFD	avc 215tfs6026xf 1	TBV
1	CARRIER	AIR HANDLER	MODEL #	SERIAL #
2	CARRIER	AIR HANDLER	39EO48	764404552*
3	CARRIER	AIR HANDLER	39EO48	764404553*
4	CARRIER	AIR HANDLER	39BAO60027	764672068
5	CARRIER	AIR HANDLER	39BAO60027	764672078*
6	CARRIER	AIR HANDLER	39BAO60012	764672079*
7	CARRIER	AIR HANDLER	39BAO60012	764672080*
8	CARRIER	AIR HANDLER	39BAO60012	764672083*
9	CARRIER	AIR HANDLER	39BAO60012	764672084*
10	CARRIER	AIR HANDLER	39BAO60012	764672085*
11	CARRIER	AIR HANDLER	39BAO60012	764672081*
12	CARRIER	AIR HANDLER	39BAO60012	764672082*
13	CARRIER	AIR HANDLER	39BAO60012	764672086*
14	CARRIER	AIR HANDLER	39ED12	763704554*
15	CARRIER	AIR HANDLER	39ED10	763704555*
16	CARRIER	AIR HANDLER	39ED10	763704656
17	CARRIER	AIR HANDLER	40QNB018300	2599V51052
18	CARRIER	AIR HANDLER	39BA040	764672077
19	CARRIER	AIR HANDLER	39BA060012	764672085
20	CARRIER	AIR HANDLER	40QNB018300	2599V51052
Basement Server room	Liebert	AHU	bf067asame1795a	N10h740191
Basement Server room	Liebert	Cond	csf104-z	1036c30228

COMMUNITY SUPPORT SERVICES/HEALTH DEPARTMENT - 71,158 SQ FT				
Address - 218 SE 24th Street Gainesville Florida				
Location	MFG	TYPE	MODEL #	S/N
	CH-1 CARRIER	CHILLER	30HXC136RY-630AA	2500F11651
	CH-2 CARRIER	CHILLER	30HXC136RY-630AA	2500F11647
	B-1 WEIL-MCLAIN	BOILER	P-LGB-12-W	CP3885753
	B-2 WEIL-MCLAIN	BOILER	P-LGB-12-W	CP3885752
	P-1 US ELECTRIC	CIRCULATING PUMP	R337B	TBV
	P-2 US ELECTRIC	CIRCULATING PUMP	R337B	TBV
	P-3 GENERAL ELECT	CIRCULATING PUMP	5KS215AC205	AKH191097040
	P-4 GENERAL ELECT	CIRCULATING PUMP	5KS215AC205	AKH191097050
	P-5 US ELECTRIC	CIRCULATING PUMP	R341B	TBV
	P-6 US ELECTRIC	CIRCULATING PUMP	R341B	TBV
	P-7 MARATHON ELECT	CIRCULATING PUMP	7VJ1455DR5571ABP	TBV
	P-8 MARATHON ELECT	CIRCULATING PUMP	7VJ1455DR5571ABP	TBV
	P-9 US ELECTRIC	CIRCULATING PUMP	R337B	TBV
	P-10 US ELECTRIC	CIRCULATING PUMP	R337B	TBV
	CT-1 MARLEY	CHILLER TOWER	TBV	AVY1021S160769-001-00
	CT-2 MARLEY	CHILLER TOWER	TBV	AVY1021S160769-002-00
	AHU-1 TEMPTROL	AIR HANDLER	WF-RD21	79157
	AHU-2 TEMPTROL	AIR HANDLER	WF-RD21	79158
	AHU-3 TEMPTROL	AIR HANDLER	WF-RD21	79159
	AHU-4 TEMPTROL	AIR HANDLER	WF-RD21	79160
	AHU-5 TEMPTROL	AIR HANDLER	WF-RD21	79161
	AHU-6 TEMPTROL	AIR HANDLER	WF-RD21	79162
	HP-1 CARRIER	Rooftop package	50TJQ006-601GA	3000G20089
	AC-2 CARRIER	Rooftop package	50SS-0180301AA	2100G44002
	AC-3 CARRIER	Rooftop package	50SS-0180301AA	1699G43825
	AC-4 CARRIER	Rooftop package	50SS-0180301AA	3400G40655
	York - Conference Room	2-4 Ton Ductless splits	TBV	TBV

CONSOLIDATED COMMUNICATION CENTER - 23,870 SQ FT				
Address - 2620 Hawthorne Road Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
Chiller Room	McQUAY	CHILLER	WSC048-BAAA	TBV

Chiller Room	McQUAY	CHILLER	WSC048-BAAA	TBV
Tower Room	Evapco	COOLING TOWER	LRT-5-92	TBV
Tower Room	Evapco	COOLING TOWER	LRT-5-92	TBV
Tower Room	Graham	VFD		TBV
Mechanical Room	McQUAY	AHU	CAH014FDAC	TBV
Mechanical Room	McQUAY	AHU	CAH014FDAC	TBV
Mechanical Room	McQUAY	AHU	CAH014FDAC	TBV
Tower Room	Aurora	CW PUMP	DD-97833-1	TBV
Tower Room	Aurora	CW PUMP	DD-97833-1	TBV
Mechanical Room	Aurora	CHW PUMP	9-390772-01	TBV
Mechanical Room	Aurora	CHW PUMP	9-390772-01	TBV
Mechanical Room	Graham	VFD	CAH 025 FDAC	TBV
Mechanical Room	Graham	VFD	CAH 025 FDAC	TBV
Mechanical Room	Graham	VFD	CAH 025 FDAC	TBV
IT Room	Trane	DX Split-System	P-588-W	TBV
Boiler Room		HW PUMP		TBV
Boiler Room	Weil/McLean	BOILER	P-588-W	TBV
Boiler Room		HW CIRCULATING PUMP		TBV
Throughout the facility	Envirotec	42 VAV BOXES	SDRWC	TBV
Throughout the facility	Belimo	42 HWRH VALVES	LR24 0 S	TBV

CRIMINAL JUSTICE CENTER (CJC) MAIN ST. - 39,000 SQ FT				
Address - 220 S. Main Street, Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
1 CHILLER	YORK	CHILLER	YTH3A4C3-CKJ	GFLM042434
2 CHILLER	YORK	CHILLER	YTH3A4C3-CKJ	GFLM0424435
3 BOILER	CLEAVER BROOKS	BOILER	FLX-700-200	BT6084
4 BOILER	CLEAVER BROOKS	BOILER	FLX-700-200	BT8084
5 COOLING TOWER	EVAPCO	COOLING TOWER	AT-212-124	MO 25389
6 COOLING TOWER	EVAPCO	COOLING TOWER	AT-212-124	MO 25389
7 CWP-1	PACO	CW PUMP	99003742	579204A
8 CWP-2	PACO	CW PUMP	9903742	579204B
9 PCP-1	PACO	PRIMARY CHW PUMP	99003758	579201A
10 PCP-2	PACO	PRIMARY CHW PUMP	99003758	579201
11 SCP-1	PACO	SECONDARY CHW PUMP	99003742	579202A
12 SCP-2	PACO	SECONDARY CHW PUMP	99003742	579202B
13 HWP-1	PACO	HW PUMP	99003758	57905A
14 HWP-2	PACO	HW PUMP	99003758	579205B
15 HWP-3	PACO	HW PUMP	10-30707-130101-1622	579206 B
16 HWP-4	PACO	HW PUMP	10-30707-130101-1622	579206A

17 AHU-1	TRANE	CHW AHU	MCCB006UA0AOUA	K02F89533
18 AHU-2	TRANE	CHW AHU	MCCB006UA0AOUA	K02F89534
19 AHU-3	TRANE	CHW AHU	MCCB008UA0AOUA	K02F89542
20 AHU-4	TRANE	CHW AHU	MCCB008UA0AOUA	K02F89550
21 AHU-5	TRANE	CHW AHU	MCCB006UA0AOUA	K02F89566
22 AHU-6,7	TRANE	CHW AHU	MCCB02UA0AOUA	K02F89574
24 AHU-8,9	TRANE	CHW AHU	MCCB017UA0AOUA	K02F89582
26 AHU-10	TRANE	CHW AHU	MCCB017UAOUUB	K02F89590
27 AHU-11,12	TRANE	CHW AHU	MCCB012UA0AOUA	K02F89598
29 AHU-13,14	TRANE	CHW AHU	MCCB017UA0AOUA	K02F89607
31 AHU-15	TRANE	CHW AHU	MCCB017UAOUUB	K02F89604
32 AHU-16	TRANE	CHW AHU	MCCB017UAOUUB	K02F89605
33 AFD-AHU-1	ABB	SF VFD	ACH 401602032	2023500451
34 AFD- AHU-2	ABB	SF VFD	ACH4016005324HOHE	2023500078
35 AFD- AHU-3	ABB	SF VFD	ACH401600632	2023401032
36 AFD AHU-4	ABB	SF VFD	ACH401600632	2023401076
37 AFD- AHU-5	ABB	SF VFD	ACH401600532	2023500042
38 AFD- AHU-6/7	ABB	SF VFD	ACH401600932	2023400826
39 AFD- AHU-8/9	ABB	SF VFD	ACH401601132	2023401100
40 AFD-AHU-10/	ABB	SF VFD	ACH401600932	2023400818
41 AFD-AHU-11/12	ABB	SF VFD	ACH401600932	2023400792
42 AFD- AHU-13/14	ABB	SF VFD	ACH401601132	2023400545
43 AFD- AHU-15	ABB	SF VFD	ACH401600932	2023400833
44 AFD-AHU-16	ABB	SF VFD	ACH401601132	2023401103
45 RFD-RF-1	ABB	RF VFD	ACH401600432	2023400072
46 RFD-RF-2	ABB	RF VFD	ACH401600432	2023301485
47 RFD-RF-3/4	ABB	RF VFD	ACH401600432	2023400078
48 RFD-RF-5	ABB	RF VFD	ACH401600432	2023301486
49 RFD-RF-6/7	ABB	RF VFD	ACH401600432	2023400783
50 RFD-RF-8	ABB	RF VFD	ACH401600432	202340035
51 RFD-RF-9	ABB	RF VFD	ACH401600432	2023500041
52 RFD-RF-10	ABB	RF VFD	ACH401600432	2023500043
53 RET. FAN-1	COOK	RETURN FAN	DB13	TBV
54 RET FAN-2	COOK	RETURN FAN	DB 10	TBV
55 RET FAN -3,4	COOK	RETURN FAN	DB15	TBV
56 RET FAN-5	COOK	RETURN FAN	DB15	TBV
57 RET FAN-6,7	COOK	RETURN FAN	DB15	TBV
58 RET FAN-8	COOK	RETURN FAN	DB18	TBV
59 RET FAN-9	COOK	RETURN FAN	270S0NB	021-1032-5

FIRE RESCUE HEADQUARTERS - 13,600 SQ FT				
Address - 913 SE 5 th Street Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
	CARRIER	5 TON SPLIT DX COND UNIT	24ANA160A0032030	2509E18201
	CARRIER	5 TON SPLIT DX AHU	CNPVP6024ATAABAA	3507X30969
	TRANE	5 TON SPLIT DX COND UNIT	2TEE3F65A1000AA	7143TMA2
	TRANE	5 TON SPLIT DX AHU	2TWZ90601000AA	7122RS61F
	CARRIER	4 TON SPLIT DX COND UNIT	24ANA136A310	
	CARRIER	4 TON SPLIT DX AHU	CNPV4821ATAABAA	190X19912
	CARRIER	2 TON SPLIT DX COND UNIT	24ANA148A0031030	1709E15012
	CARRIER	2 TON SPLIT DX AHU	FE4ANF003T00ABAA	1909A83242
	TRANE	SPLIT DX COND UNIT	1WR018C100A1	H35230485
	TRANE	SPLIT DX AHU		
	CARRIER	PACKAGE UNIT	50HEQ004---301--	2109G40210
	CARRIER	PACKAGE UNIT	50HEQ003---301--	1309G40423
	CARRIER	PACKAGE UNIT	50HEQ004---301--	2109G40209
	CARRIER	PACKAGE UNIT	50HEQ003---301--	1309G40420
	CARRIER	PACKAGE UNIT	50HEQ003---301--	1309G40422
	CARRIER	PACKAGE UNIT	50HEQ003---301--	1309G40421
	CARRIER	PACKAGE UNIT	50HEQ004---301--	4008G40533
	MITSUBISHI MR SLIM	MINI-SPLIT COND UNIT	MUY-A24NA	
	MITSUBISHI MR SLIM	MINI-SPLIT HEAD UNIT	MSY-A24NA	8001647

JOSIAH T. WALLS BUILDING - 40,000 SQ FT				
Address - 515 N Main Gainesville, Florida				
Location	MFG	TYPE	MODEL #	S/N
	TRANE	CHILLER 1 - 40 Ton	CGA AFC40E A00 E	C08C02361
	TRANE	CHILLER 2 - 40 Ton	CGA AFC40E A00 E	C08C02362
	B&G	CHW PUMP 1 (5 HP)	1510-2.588	TBV
	ABB	CHW PUMP 1 VFD	TBV	TBV
	B&G	CHW PUMP 2 (5HP)	1510-2.588	TBV
	ABB	CHW PUMP 2 VFD	TBV	TBV
	AERCO	BOILER	MLX EXT 1500	17H00258
	HOT WATER PUMP (3HP)	B&G	1510-3-D	TBV
	HOT WATER PUMP VFD		TBV	TBV
	SPLIT AHU-1 (7.5Ton)	TRANE	TBV	TBV
	SPLIT CU-1	TRANE	TWE090	TBV

	CW AHU-2 (15HP)	TRANE	CSAA025	TBV
	CW AHU-2 VFD		TBV	TBV
	CW AHU-3 (25HP)	TRANE	CSAA035	TBV
	CW AHU-3 VFD		TBV	TBV
	RTU-1 (5Ton)	TRANE	T9C060	TBV
	RTU-2 (5 Ton)	TRANE	T9C060	TBV
	RTU-3 (5 Ton)	TRANE	T9C060	TBV
	RTU-4 (5Ton)	TRANE	T9C060	TBV
	MINI-SPLIT AC-1 (30,000 BTU)	MITSUBISHI	PKA-A30KA	TBV
	MINI-SPLIT AC-2 (30,000 BTU)	MITSUBISHI	PKA-A30KA	TBV

NEW PUBLIC DEFENDER'S BUILDING - 21,360 SQ FT				
Address - 151 SW 2nd Street Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
GROUND	JCI / YORK	CHILLER	YLAA0065HE	11531GG4813999
MER	JCI / YORK	AHU - 1	Solution XTI-54x81	CDDMXTO183
MER	JCI / YORK	AHU - 2	Solution XTI-54x81	CDDMXTO184
MER	Armstrong	PRIMARY CHW PUMP	14392-3X3X6	TBV
MER	Armstrong	SECONDARY CHW PUMP	24392-3X3X6	TBV
MER	TACO	HW PUMP	4280-1.5X1X6	0010-SF3
MER	Lochinvar	NG BOILER	KBN 286	1.6131E+12
MER	Lochinvar	NG BOILER	KBN 286	1.6131E+12
CEILINGS		VAV 1 -17	TBV	TBV
	Greenheck	EF - 1	SP-B50	TBV
ROOF	Greenheck	EF - 2	G-099-B	TBV
ROOF	Greenheck	EF - 3	G-080-D	TBV
MER	Marathon	HW PUMP	4280-1.5X1X6	A16k80003

OLD PUBLIC DEFENDER BUILDING				
Address - 33 N. Main Street Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
3rd Floor	York	Condenser	PD180C00A2AAA1A	N1K0296191
3rd Floor	York	Air Handler	ND180C00E6AAA2A	N1H0215386
2nd Floor	York	Condenser	PD180C00A2AAA1A	N1H0241561
2nd Floor	York	Air handler	ND180C00E6AAA2A	N1K0319538
Phil Nicks	York	Condenser	PC090C00A2AAAA2A	N1F0015533
Phil Nicks	York	Air handler	NC090C00C6AAA2A	N1E1082535
1st Floor	Trane	Condenser	TWA090A300FB	6024PNGAD

1st Floor	Trane	Air handler	TWE090A300EL	5502S34BD
1st Floor	YORK	Condenser	YZH02411CA	W1F1157280
1st Floor	YORK	Air handler	AVG36C3XH21CA	W1E1032714
1st Floor	Samsung	Mini Split Condenser	AQV36JAX	
1st Floor	Samsung	Air handler	AQV36JAN	DB98-32608J

PUBLIC WORKS DEPARTMENT (MAIN BUILDING) - 38,630 SQ FT				
Address - 5620 NW 120 Lane Hague				
LOCATION	MFG	TYPE	MODEL #	S/N
	TRANE	CHILLER 40 TON	CGAFC40EAKA1W001	COSCO1696 MFG. 2005
	TRANE	CONDENSER	CGAA4006FALA	L4K704317
	TRANE	HEAT STRIP	L214	K5C278301
	WEATHERKING	AIR HANDLER	WBHA-24C11NFBA1	TM259907756
	WEATHERKING	CONDENSER	WPKA-061CAZ	6397M189956951
	WEATHERKING	AIR HANDLER	RHG-100ZK	165F409927417
	WEATHERKING	CONDENSER	TBV	RPWC-075CAZ 6096M4119909340
	WEATHERKING	AIR HANDLER	24C11NFBA1	TM259907760 10 seer
	WEATHERKING	CONDENSER	WPKA-061CAZ	6397M249921121
	ADDISON 100 PERCENT	AIR HANDLER	VCA071S1E	990904901001 8 seer
	ADDISON O.A. UNIT	CONDENSER	RCA071-3E	9.90905E+11

RECORD RETENTION BUILDING - 10,200 SQ FT				
Address - 919 SE 5th Street Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
	TRANE	CHILLER	CGA40EADA10000E0000N000T0000	C00E13584
	WEIL-MCLEAN	BOILER	P-478-W	CP3886396
	US ELECTRIC	CW PUMP	S497B	TBV
	US ELECTRIC	HW PUMP	C511	TBV
	TRANE	AIR HANDLER	LPCAD1701A0RAK00000000AHAEE0100	T00E42549
	TRANE	AIR HANDLER	LPCAD08D1A0RBL00000000AFAVE0100	T00E42550

SHERIFF'S OFFICE - 56,000 SQ FT

Address - 2621 SE 27th Street Gainesville, Florida				
Location	MFG.	TYPE	MODEL #	SERIAL #
CHILLER	CARRIER	CHILLER	30GX-206-Y-620TA	TBV
AHU 1	CARRIER	AIR HANDLER	39T6XPAA-V-LDL-AB	TBV
AHU 2	CARRIER	AIR HANDLER	39T6ZPAA-VJDG-AB	TBV
AHU3	CARRIER	AIR HANDLER	39T6WPAA-J-LGN-AB	TBV
BOILER	WEIL-McCLEAN	BOILER	P-788-W	TBV
	US MOTOR	HW PUMP	T561A	TBV
	US MOTOR	HW PUMP	T577A	TBV
	US MOTOR	CHW PUMP	T577A	TBV
	AHU's with UV 6 Fields UV-18's.	TBV	TBV	TBV

STATE ATTORNEY'S OFFICE - 34,000 SQ FT				
Address - 120 W University Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
ROOFTOP	MCQUAY 80 TON	PACKAGED RTU	RDT090CLY	FBOU07010127002 INSTALLED 5-07
	ENVIRONMENTAL TECH		56 TUX VAV's	TBV
	McQUAY	RTU DUCT HEATERS	RDT090 CLY	3XB01340-00
COMP ROOM	FREIDRICH	CONDENSER	MR12CIE	LBJC00787
COMP ROOM	FREIDRICH	AIR HANDLER	MW12CIE	LBJC00794

KANAPAHA MEMORIAL CENTER - 5,311 SQ FT				
Address - 7340 SW41st Place Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
OUTDOOR	DAIKIN	CONDENSING UNIT #1	N/A	N/A
OUTDOOR	DAIKIN	CONDENSING UNIT #2	N/A	N/A
CEILING	DAIKIN	HEAD UNITS AC-1	FXZQ07M7VFJU	2116543
CEILING	DAIKIN	HEAD UNITS AC-2	FXZQ18M7VJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-3	FXDQ07MVJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-4	FXZQ07MVJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-5	FXDQ18MVJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-6	FXMQ72MVJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-7	FXZQ07M7VJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-8	FXMQ96MVJU	N/A
CEILING	DAIKIN	HEAD UNITS AC-9	RCH134	N/A

WILSON BUILDING - 28,800 SQ FT				
Address - 26 N First Street Gainesville, Florida				
LOCATION	MFG	TYPE	MODEL #	S/N
Information Services				
	AIR BVENSOD	37 VAV's pneumatic and DDC operated.& DUCT HEATERS	6B100-703	TBV
	1-CU CARRIER	CONDENSER	38AH-034-611AC	2204F37197
	1A-CU CARRIER	100 OA.	38CK024-4340	3204E13243
	2-CU CARRIER	CONDENSER	38ARD016-601	0206G50058
	2A-CU CARRIER	100 OA	38BRC018310	0206G0058
	3-CU CARRIER	CONDENSER	38AR008-601	0206G20081
	1-AH CARRIER	AIR HANDLER with 2-UV-18	40RM-034-B611HC	1104F20798
Court Services				
Frequency Drive	ABB	ACH 550-UH-023A	TBV	TBV
1A-AH	CARRIER	4- ton PRECOOLER	AIR HANDLER	TBV
2-AH	CARRIER	AIR HANDLER	39M4STD02GHJX	0206U00887
2A-AH	CARRIER	2-Ton PRECOOLER	FC4CNF024000	4005A75077
Frequency drive	ABB	ACH550-UH-023A	TBV	TBV
3-AH	CARRIER	AIR HANDLER	39MN06B005C3K115X5	0206U00907
1-CU	LIEBERT	CONDENSER	DH-125A-AAE1	789155-001
1-AH	LIEBERT	AIR HANDLER	DH-125A-AAE1	789155-001
2-CU	LIEBERT	CONDENSER	5000-4	TBV
2-AH	LIEBERT	AIR HANDLER	FH125-AO1	112064A
3-CU	LIEBERT	CONDENSER	CDF165-A	0661C83457
3-AH	LIEBERT	AIR HANDLER	CY43A-A00	112064B
4-CU	LIEBERT	CONDENSER	CDF165-A	0601C83338
4-AH	LIEBERT	AIR HANDLER	CY43-A-A00	11206-4C
4-HP	TRANE	HEAT PUMP	TWA048A400A2	E17255124
4-AH/HS	TRANE	AIR HANDLER	TWH048B140A0	E22547486
	TRANE	CONDENSER	2TWR2060A1000AB	3464L6W2F
	TRANE	AIR HANDLER	MATCHING 5-TON	TBV
	MANCHESTER	AIR COMPRESSOR	CRN-F-0516	TBV
	AM. STANDARD	CONDENSER	TWA048A400A2	E17255124
	AM. STANDARD	AIR HANDLER	TWH048B1400A0	E22547486
	TRANE	HEAT PUMP	TWP048C100A3	N392KR7FF
	TRANE	HEAT PUMP	TWN060C100A3	N365RMY1F
	TRANE	AIR HANDLER	TWE048P13FA0	N404AJS1V
	TRANE	AIR HANDLER	TWE065E13FA1	N382K681V

Alachua County Filter Specifications:

All 1" and 2" filters 25% minimum efficiency (MERV 8) pleated filters

All 4" filters 60% minimum efficiency (MERV 11) pleated filters

All 6"-12" metal frame filters, single flange, 90% min. efficiency (MERV 14)

Bag Filters 90% min. efficiency (MERV 14)

FILTER LISTING FOR BUILDINGS**ADMINISTRATION BUILDING**

Filter Size	Count	Replacement Frequency
24x24x4	13	Quarterly
12x24x4	5	Quarterly
24x24x2	13	Quarterly
12x24x2	5	Quarterly
16x25x2	7	Quarterly
20x20x2	4	Quarterly
16x20x2	30	Quarterly
20x25x1 Skuttle	1	Quarterly
16x25x1	2	Quarterly
16x24x1	3	Quarterly
9 1/2 x 30x1	2	Quarterly
9 1/2 x 10x1	1	Quarterly

ADMINISTRATION ANNEX

Filter Size	Count	Replacement Frequency
14x25x2	4	Bi-Annually
25x20x4 Skuttle	2	Bi-Annually
20x20x1	1	Bi-Annually
20x20x4 Skuttle	4	Bi-Annually

ANIMAL SERVICES

Filter Size	Count	Replacement Frequency
20x24x4	4	Monthly
18x24x4	4	Monthly
20x25x2	2	Monthly

CONSOLIDATED COMMUNICATIONS CENTER

Filter Size	Count	Replacement Frequency
24x24x12	9	Annually
12x24x12	6	Annually
20x20x12	4	Annually
20x24x12	4	Annually
24X24X2	11	Quarterly
12x24x2	6	Quarterly
20x20x2	4	Quarterly
20x24x2	4	Quarterly
16x25x1	4	Bi-annually

CIVIL COURTHOUSE		
Filter Size	Count	Replacement Frequency
20x25x2	42	Quarterly
24x24x2	29	Quarterly
28 1/2 x 29 1/2 x2	2	Bi-Annually
16x30x1	1	Bi-Annually
15x17x1	4	Quarterly
24x24x15 Bag	29	Annually
CRIMINAL COURTHOUSE		
Filter Size	Count	Replacement Frequency
24x24x12	20	Annually
12x24x12	12	Annually
20x20x12	4	Annually
24x20x12	16	Annually
20x25x2	8	Quarterly
16x25x2	44	Quarterly
16x20x2	40	Quarterly
20x20x2	20	Quarterly
10x62x1	1	Annually
COMMUNITY SUPPORT SERVICES/HEALTH DEPARTMENT		
Filter Size	Count	Replacement Frequency
24x24x6	36	Annually
12x24x6	6	Annually
24x24x2	36	Quarterly
12x24x2	6	Quarterly
16x25x2	6	Quarterly
20x25x2	4	Quarterly
20x20x1	1	Quarterly
FIRE RESCUE HEADQUARTERS		
Filter Size	Count	Replacement Frequency
20x25x4	2	Quarterly
16x25x4	1	Quarterly
16x25x2	16	Quarterly
16x16x2	1	Quarterly
20x25x1	1	Quarterly
JOSIAH T. WALLS		
Filter Size	Count	Replacement Frequency
24x24x2	16	Quarterly
20x24x2	12	Quarterly
16x25x1	8	Quarterly
VETERAN'S (KANAPAHA) MEMORIAL CENTER		
Filter Size	Count	Replacement Frequency
20x20x1	8	Quarterly
METAMORPHOSIS		
Filter Size	Count	Replacement Frequency
20x24x2	1	Monthly
20x24x1	2	Monthly

PUBLIC DEFENDER'S BUILDING (NEW)		
Filter Size	Count	Replacement Frequency
20x24x4	12	Annually
20x24x2	12	Quarterly
PUBLIC WORKS ADMINISTRATION BUILDING		
Filter Size	Count	Replacement Frequency
20x25x2	2	Quarterly
16x25x2	10	Quarterly
16x20x2	2	Quarterly
16x25x1	4	Quarterly
RECORDS RETENTION BUILDING		
Filter Size	Count	Replacement Frequency
20x25x2	6	Quarterly
20x20x2	4	Quarterly
16x25x2	6	Quarterly
SHERIFF'S HEADQUARTERS		
Filter Size	Count	Replacement Frequency
16x25x2	53	Quarterly
16x20x2	22	Quarterly
21 1/2 x 23 5/16 x1	1	Bi-annually
STATE ATTORNEY'S OFFICE		
Filter Size	Count	Replacement Frequency
24x24x12	16	Annually
24x24x2	16	Quarterly
SWAG RESOURCE CENTER		
Filter Size	Count	Replacement Frequency
19 1/2 x23 1/2 x1	2	Monthly
SWAG HEALTH CLINIC		
Filter Size	Count	Replacement Frequency
18x24x1	3	Monthly
WILSON BUILDING		
Filter Size	Count	Replacement Frequency
20x20x4	6	Quarterly
16x20x4	4	Quarterly
25x25x2	9	Quarterly
20x25x1	1	Quarterly
20x20x1	2	Quarterly
14x20x1	1	Quarterly
24x24x4	6	Bi-annually
29 1/2 x 28 1/2 x1	2	Quarterly

NOTE: There is no filter list for the CCC AC Equipment – POD as those are ductless splits with washable filters

Exhibit 3: Siemens Industry, Inc.'s Price Submittal

BID FORM

BID NUMBER: 20-18 Annual Heavy Equipment HVAC Basic Coverage Services

BID OPENING DATE: 2:00 pm, Wednesday, May 8, 2019

PLACE OF BID OPENING: Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Building	Building SF	Monthly Cost	Annual Cost
Administrative Building	71,500	\$2,741	\$32,890
Animal Services	28,500	\$1,092.50	\$13,110
CCC AC Equipment – POD	200	9.00	\$98
Civil Courthouse	101,000	\$3,872	\$46,460
Community Support Services/Health Dept. Building	71,158	\$2,728	\$32,732
Consolidated Communication Center	23,870	\$915	\$10,980
Criminal Courthouse	118,000	\$4,523	\$54,280
Fire Rescue Headquarters	13,600	\$521	\$6,256
Josiah T. Walls (515 Building)	39,394	\$1,510	\$18,121
Public Defender's Building (New)	21,780	\$835	\$10,019
Public Defender's Building (Old)	20,040	\$768	\$9,218
Public Works Administration Building	43,050	\$1,650	\$19,803
Records Retention Building	10,200	\$391	\$4,692
Sheriff's Headquarters	56,000	\$2,146	\$25,760
State Attorney's Office	34,000	\$1,303	\$15,640
Veteran's (Kanapaha) Memorial Center	5,311	\$203.58	\$2,443
Wilson Building	28,800	1,101.33	\$13,216
Total:	686,403	\$26,250	\$315,000

BID FORM Cont'd

Mark-Up % for Attachment "A" -Price Matrix Form	Mark-Up %
Factory Material (List Price), Discount %	50% Discount
3rd Party Material, Discount %	20.75% Mark up
Subcontractor, Discount %	20.75% Mark up
Labor (Regular) -Basic Technician, Discount %	\$150
Labor (Regular) -Security/Fire Technician, Discount %	\$151.20
Labor (Regular) -Chiller Mechanical (Heavy), Discount %	\$118
Labor (Regular) -Chiller Mechanical (Light), Discount %	\$118
Labor (Regular) -Mechanical, Discount %	\$118
Labor (Regular) -Mechanical Apprentice, Discount %	\$77
Labor (Overtime = 1.5 Regular) -Basic Technician, Discount %	\$225.45
Labor (Overtime = 1.5 Regular) -Security/Fire Technician, Discount %	\$220.05
Labor (Overtime = 1.5 Regular) -Chiller Mechanical (Heavy), Discount %	\$177
Labor (Overtime = 1.5 Regular) -Chiller Mechanical (Light), Discount %	\$177
Labor (Overtime = 1.5 Regular) -Mechanical, Discount %	\$177
Labor (Overtime = 1.5 Regular) -Mechanical Apprentice, Discount %	\$115
Miscellaneous Cost Discount %	20.75% Mark up
Grand Total (All Above Lines)	

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Keith A. Ball A Philip R. Garcia Company: Siemens Industry, Inc.

Address: 4111-B NW 6th Street
Gainesville, FL 32609

Authorized Signature: Tim Trent Title: Branch Service Manager

Clearly Print Name: Tim Trent

Phone: 407-463-8065 Fax: 904-464-0037 Date: 6/4/19

Email Address: tim.trent@siemens.com

Signature Tim Trent
Acknowledged 6-4-2019 by Carla E. Jones Notary Public
Duval County Florida
Carla E. Jones
Carla E Jones Notary

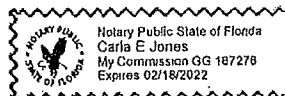


Exhibit 4: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS

"ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name:

Siemens Industry, Inc.
4111-B NW 6th Street,
Gainesville, FL 32609
Point of Contact: Tim Trent, Service Manager

Project Description: Annual Heavy Equipment HVAC Basic Coverage. Repairs, as needed and approved, on a case by case basis.

CONTRACTOR

ATTEST (By Corporate Officer)

By: 

Print: Timothy Trent

Title: Service Manager

By: 

Print: Joshua Hudanish

Title: Branch Manager

Date: 09/13/2019

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

Exhibit 6: CJIS Security Policy Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Philip Garces
Printed Name/Signature of Contractor Employee

09/13/2019
Date

Joshua Hudanish
Printed Name/Signature of Contractor Representative

09/13/2019
Date

Siemens Industry, Inc. Branch Manager
Organization and Title of Contractor Representative

**Exhibit 6-1: Appendix H, Security Addendum to Criminal Justice Information (CJIS)
Security Policy**

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

08/16/2018
CJISD-ITS-DOC-08140-5.7

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.