

ADDENDUM TO DEPARTMENT OF MANAGEMENT SERVICES (DMS) CONTRACT NO. DMS-14/15-049 REBID BETWEEN ALACHUA COUNTY AND OTIS ELEVATOR COMPANY FOR ELEVATOR PREVENTATIVE MAINTENANCE, INSPECTION AND TESTING SERVICES

THIS **ADDENDUM** TO DMS-14/15-049 REBID, via the authority granted by ACS AGREEMENT NO. 72101506-16-ACS and Section 22.11(15) of the Alachua County Purchasing Code, made and entered into this _____ day of _____ 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Otis Elevator Company**, a foreign for profit corporation with a principal business address of One Carrier Place, Farmington, CT 06032, hereinafter referred to as "Contractor". Collectively, the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the County requires the services of a qualified Contractor for elevator preventive maintenance, inspection, repair and testing; and

WHEREAS, the State of Florida Department of Management Services awarded Contractor the *Contract for Elevator Maintenance, inspection, and Testing Services, DMS 14/15-049 REBID between The State of Florida Department of Management Services and Otis Elevator Company* (the "Contract"); and

WHEREAS, pursuant to §287.042(16), Florida Statutes, the State of Florida Department of Management Services (the "State") entered into *Alternate Contract Source No. 72101506-16-ACS Elevator Maintenance Service* ("ACS Agreement") to authorize state agencies to make purchases under the Contract; and

WHEREAS, in accordance with the Contract, the ACS Agreement and Section 22.11(15) of the Alachua County Purchasing Code, the County desired to purchase services from the Contractor, and the Contractor desires to provide services to the County, for elevator preventative maintenance, inspection, repair and testing services under the terms and conditions of the Contract and the ACS Agreement, as amended by this Addendum; and

WHEREAS, pursuant to Section 22.11(15) of the Alachua County Purchasing Code, the procurement of the services to be provided by the Contractor to the County pursuant to this Addendum are exempt from the County's formal bidding and request for proposal processes.

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. The recitals set forth above are true, correct and are incorporated into and made part of this Addendum.
2. The Parties agree to be bound by all terms and conditions of the Contract, as authorized by ACS Agreement and Section 22.11(15) of the Alachua County Procurement Code, except as modified below:

A. All references in the Contract to the "Department" shall, for the purposes of this Addendum, mean the "County".

B. **SECTION # 1** of the Contract, *Definitions*, **Subsection # 1.3** is amended in its entirety to read:

Facility Director – The Alachua County Facility Management Director is the designated person for each facility listed on Exhibit A, Alachua County Facility and Equipment List, and will serve in a contract management capacity on behalf of the County.

C. **SUBSECTIONS 2.1 and 2.2** of the Contract are amended and replaced in their entirety to read:

The initial term of this Addendum shall be effective from October 1, 2019, with a new PO issued each year, and shall continue through December 31, 2020, which is current expiration date of the Contract and the ACS Agreement. The Parties may renew this Addendum for five (5) additional one-year terms contingent upon the renewal of ACS Agreement by the State.

D. **SUBSECTION 3.1** of the Contract, is amended and replaced in its entirety to read:

The Contractor shall adhere to the prices as stated in **Exhibit B**, *Price Sheets for Alachua County*.

E. **SUBSECTION 2.5.1** of Attachment A to the Contract, is amended and replaced in its entirety to read:

The Contractor's qualified technician shall perform required services on elevator equipment listed in **Exhibit A**, *Alachua County Facility and Equipment List*. The Contractor shall provide a report to the Facility Manager of designee at the completion of all monthly services. The elevator equipment list will be all material that the manufacturer used in the assembly of the elevators listed in Attachment A.

The Contractor shall complete the required monthly services within each month of the 12 calendar months per year. Failure to provide services within the required month will result in nonpayment for that month and possible further actions allowed by the Contract.

Monthly services shall include, but are not limited to, cleaning, inspection, lubrication, calibrations, hardware tightening and replacement (including replacement due to normal wear and tear), alignment adjustments, repair and replacement parts, technical support, and evaluation of

needed repairs. The Contractor shall provide to the Contract Manager an annual list of tasks being performed on all equipment as well as intervals the tasks are being performed during each service visit within 30 days of the Addendum start date of October 1, 2019.

- F. SUBSECTION 2.13.2** of Attachment A to the Contract, is amended to add the following:

References in this section that require a physical signature are deleted. Use of OTIS service digital records shall be used in place of signatures, and backed up with machine room log books.

- G. SUBSECTION 2.13.3** of Attachment A to the Contract is amended to add the following:

The summary report shall be provided on an annual basis to accompany the annual condition report. Any special requirements for invoicing/payment with this report are removed as referenced in subsections 2.13.7, 2.13.8 and 3.1 of Attachment A to the Contract.

- H. SUBSECTION 2.13.5** of Attachment A to the Contract, is amended to add the following:

The frequency of these reports shall be changed from quarterly to annually.

- I. SUBSECTION 6.8** of the ACS Agreement is amended and replaced in its entirety to read:

All invoices for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Payment Act"). The County shall remit all payments to:

Otis Elevator Company
P.O. BOX 730400
Dallas, TX 75373-0400
ATTN: _____

- J. SUBSECTION 6.9** of the ACS Agreement is amended and replaced in its entirety to read:

Legal Venue: This Addendum, including the Contact and the ACS Agreement, shall be govern and construed in accordance with the laws of the State of Florida.. Sole and exclusive venue for all actions arising under this Addendum including the Contact and the ACS Agreement, shall be in brought in the state court in Alachua County, Florida. For any legal or equitable action that arises out of, or relates to, this Addendum, including the Contact and the ACS Agreement, the Contractor hereby waives its right, if any, to a jury trial.

- K. SUBSECTION 6.10** of the ACS Agreement is amended and replaced in its entirety to read:

Notices. 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:

Alachua County Facility Management
105 SE 1st Avenue
Gainesville, FL 32601
Attn: Facility Management Director

Contractor:

Otis Elevator Company
4801 Executive Park Ct., Suite 208
Jacksonville, FL 32216
ATTN: _____

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 32601
Attn: Finance and Accounting

and

Purchasing Division
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Attn: Contracts

L. SUBSECTION 7.0 and SUBSECTIONS 7.1, 7.2, 7.3 and 7.4 of the ACS are amended and replaced in their entirety to read:

- 7.1 The County employee responsible for maintaining the contract file for this Addendum is the Alachua County Facility Director, located at: Alachua County Facility Management, 105 SE 1st Avenue, Gainesville, FL 32601.
- 7.2 The County may unilaterally appoint a different Contract Manager to this Addendum. Said action shall not constitute or require an amendment to this Addendum. Any communication to the County relating to this Addendum shall be addressed to the Contract Manager.

7.3 The Contractor shall assign one individual to serve as the designated contact person for this Addendum. All questions and Customer service issues concerning this Addendum shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with the necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the County if a new employee is designated as the contact person for this Addendum within five (5) business days of the change.

M. As agreed upon by both Parties, the following provisions are included into this Addendum:

1. Repairs not covered under contract

Although the majority of repairs are covered under the contract, the Contractor shall be paid an amount that shall not to exceed \$48,000.00 annually for repairs specifically excluded under 2.7 of Attachment A to the Contract. However, all billable repairs or equipment replacement of the Elevators must be approved, in advance. In addition, the Contractor must provide clear documentation for all claims of Service Exceptions as outlined in Section 2.7, Attachment A of the Contract. Payment for repairs shall be paid only under the following conditions:

- A written quote, priced in accordance with the price matrix set forth in **Exhibit A** to this Addendum must be provided by the Contractor; and written approval of the Facilities Director, or his designees, or written approval of the Assistant Public Works Director, or his designee, is required before commencing the work. In the case of an emergency repair, verbal authorization by the Facilities Director or the Assistant Public Works Director is allowed, however written authorization must be obtained within one business day of the commencement of the repair.

2. Compliance with CJIS

Within five (5) days of the execution of this Addendum by the Parties, Contractor shall execute the Certification attached hereto and incorporated into this Addendum as **Exhibit C** and deliver same to the County. Contractor shall comply with Criminal Justice Information Security Policy set forth in **Exhibit C** and **Exhibit C-1** to this Addendum.

3. Josiah T Walls Building

Otis will bring oil level back to normal operating level and install a scavenger pump as needed at no cost to the facility should it be determined this is needed.

4. Items not accepted under agreement:

At the time of execution of this Addendum, Otis will provide the County with a written quote in

accordance with the price matrix set forth in **Exhibit B** to this Addendum for any elevators identified as inoperable, to restore them to a fully operational condition. Upon approval by the County, Otis will perform the necessary repairs and invoice the County with a separate invoice.

If there are any overdue 5 year tests, at the time of execution of this Addendum, those will also be handled through a price matrix approval process.

5. **Preventative Maintenance / Inspection and Testing Monthly Rate**

The annual rates for the services under this Addendum are hereby incorporated and attached in **Exhibit B – Price Sheets**.

6. This Addendum when executed by both Parties, shall become binding on both Parties as an addendum and modification to the Contract. All other terms, conditions and obligations set forth in the Contract shall remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, Chair

Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq. Clerk

Alachua County Attorney's Office

(SEAL)

Otis Elevator Company

ATTEST

By: _____

Print: _____

Title: _____

**Notary valid for signature of Louis DeVincentis only.*



KYLE ROBERT STOPA
Commission # GG 173028
Expires May 5, 2022
Bonded Thru Budget Notary Services

By: _____

Print: **Louis DeVincentis*

Title: *General Manager*

Date: *9/13/19*

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 A – Alachua County Facility and Equipment List

Building Location	Elevator/Dumbwaiter	Make	Type	# of Landings	Serial #
Administration Building	#1 (Elevator)	Otis	Traction	5	5719
Administration Building	#2 (Elevator)	Otis	Traction	5	5720
Administrative Annex	#1 (Elevator)	General Hydro	Hydro	3	33229
Civil Courthouse	#1 (Elevator)	Dover Traction	Traction	5	24338
Civil Courthouse	#2 (Elevator)	Dover Traction	Traction	5	24339
Civil Courthouse	#3 (Elevator)	Dover Traction	Traction	5	24340
Civil Courthouse	#4 (Elevator)	Mowrey/Hydro	Hydro	5	24343
Civil Courthouse	#1 (Dumbwaiter)	Miami Elevator	Traction	5	24341
Criminal Courthouse	#1 (Elevator)	Kone	Traction	4	73003
Criminal Courthouse	#2 (Elevator)	Kone	Traction	4	73008
Criminal Courthouse	#3 (Elevator)	Kone	Traction	4	73004
Criminal Courthouse	#5 (Elevator)	Kone	Traction	4	73005
Criminal Courthouse	#6 (Elevator)	Kone	Traction	4	73006
Criminal Courthouse	#7 (Elevator)	Kone	Traction	3	73009
Criminal Courthouse	#8 (Elevator)	Kone	Traction	3	73007
Josiah T Walls Building	#1 (Elevator)	General Hydro	Hydro	3	22343
Josiah T Walls Building	#2 (Elevator)	General Hydro	Hydro	3	62133
Public Defenders Bldg.	#1 (Elevator)	Mowrey	Hydro	3	50151
New Public Defenders	#1 (Elevator)	ThyssenKrupp	Hydro	2	10339 9
State Attorney's Office	#1 (Elevator)	Mowrey	Hydro	3	8879
Wilson Building	#1 (Elevator)	SE Machine Hydro	Hydro	2	5249
Alachua County Jail	#1 (Elevator)	Miami Elevator	Hydro	2	46697
Alachua County Jail	#2 (Elevator)	Miami Elevator	Hydro	2	46698
Alachua County Jail	#1 (Dumbwaiter)	Sedgwick	Traction	2	46699

Exhibit B- Price Sheet

REGION 2 - Alachua County	COVERED SERVICES (Hourly Rate)	NON-COVERED SERVICES		MONTHLY RATE	ANNUAL RATE
	Emergency/After Hour/Force Majeure Repairs Hourly Rate	During Regular Work Hours (8:00 a.m. to 4:30 p.m.) Hourly Rate	Emergency/After Hour/Force Majeure Repairs Hourly Overtime Rate (w/o straight time portion)	Preventive Maintenance/Inspection and Testing Monthly Rate	Preventive Maintenance/Inspection and Testing Annual Rate
Administration Building /12 SE 1st St					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$900.00	\$10,800.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$936.00	\$11,232.00
					\$58,496.28
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$975.78	\$11,709.36
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$1,017.25	\$12,207.01
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$1,063.03	\$12,756.32
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$1,110.86	\$13,330.36
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$1,166.41	\$13,996.88
					\$63,999.92
Annex Building /120 S Main St					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$132.00	\$1,584.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$137.28	\$1,647.36
					\$8,579.45
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$143.11	\$1,717.37
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$149.20	\$1,790.36
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$155.91	\$1,870.93
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$162.93	\$1,955.12
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$171.07	\$2,052.88
					\$9,386.66
Alachua County Jail /3333 NE 39th Ave					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$438.00	\$5,256.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$455.52	\$5,466.24
					\$28,468.19
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$474.88	\$5,698.56
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$495.06	\$5,940.74
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$517.34	\$6,208.08
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$540.62	\$6,487.44
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$567.65	\$6,811.81
					\$31,146.63
Civil Courthouse /201 E University Ave					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$1,458.00	\$17,496.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$1,516.32	\$18,195.84
					\$94,763.98
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$1,580.76	\$18,969.16
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$1,647.95	\$19,775.35
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$1,722.10	\$20,665.24
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$1,799.60	\$21,595.18
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$1,889.58	\$22,674.94
					\$103,679.88
Criminal Courthouse /220 S Main St					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$3,150.00	\$37,800.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$3,276.00	\$39,312.00
					\$204,736.99
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$3,415.23	\$40,982.76
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$3,560.38	\$42,724.53
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$3,720.59	\$44,647.13
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$3,888.02	\$46,656.25
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$4,082.42	\$48,989.06
					\$223,999.73
Josiah T Walls Building /515 N Main St					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$264.00	\$3,168.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$274.56	\$3,294.72
					\$17,158.91
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$286.23	\$3,434.75
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$298.39	\$3,580.72
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$311.82	\$3,741.85
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$325.85	\$3,910.24
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$342.15	\$4,105.75
					\$18,773.31

Public Defenders Building /33 N Main St					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$132.00	\$1,584.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$137.28	\$1,647.36
					\$8,579.45
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$143.11	\$1,717.37
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$149.20	\$1,790.36
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$155.91	\$1,870.93
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$162.93	\$1,955.12
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$171.07	\$2,052.88
					\$9,386.66
State Attorneys Office /120 W University Ave					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$180.00	\$2,160.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$187.20	\$2,246.40
					\$11,699.26
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$195.16	\$2,341.87
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$203.45	\$2,441.40
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$212.61	\$2,551.26
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$222.17	\$2,666.07
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$233.28	\$2,799.38
					\$12,799.98
Wilson Building /30 E University Ave					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$132.00	\$1,584.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$137.28	\$1,647.36
					\$8,579.45
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$143.11	\$1,717.37
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$149.20	\$1,790.36
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$155.91	\$1,870.93
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$162.93	\$1,955.12
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$171.07	\$2,052.88
					\$9,386.66
New Public Defenders					
Initial Year 1: 10/01/19 - 12/31/19	\$295.00	\$185.00	\$185.00	\$120.00	\$1,440.00
Initial Year 2: 01/01/20 - 12/31/20	\$306.80	\$192.40	\$192.40	\$124.80	\$1,497.60
					\$7,799.50
Renewal Year 1: 01/01/21 - 12/31/21	\$295.00	\$185.00	\$185.00	\$130.10	\$1,561.25
Renewal Year 2: 01/01/22 - 12/31/22	\$309.75	\$194.25	\$194.25	\$135.63	\$1,627.60
Renewal Year 3: 01/01/23 - 12/31/23	\$325.24	\$203.96	\$203.96	\$141.74	\$1,700.84
Renewal Year 4: 01/01/24 - 12/31/24	\$341.50	\$214.16	\$214.16	\$148.12	\$1,777.38
Renewal Year 5: 01/01/25 - 12/31/25	\$358.57	\$224.87	\$224.87	\$155.52	\$1,866.25
					\$8,533.32

Total Annual Price - Initial Year 1 = \$82,872.00
Total Annual Price - Initial Year 2 = \$86,186.88

Total Annual Price - Renewal Year 1 = \$89,849.82
Total Annual Price - Renewal Year 2 = \$93,668.44
Total Annual Price - Renewal Year 3 = \$97,883.52
Total Annual Price - Renewal Year 4 = \$102,288.28
Total Annual Price - Renewal Year 5 = \$107,402.69

Initial Year 1: Monthly Price Per Unit

\$450.00 Administration Building /12 SE 1st St	#1 (Elevator)	Otis	11UCL Traction	
\$450.00 Administration Building /12 SE 1st St	#2 (Elevator)	Otis	11UCL Traction	
\$132.00 Annex Building /120 S Main St	#1 (Elevator)	General hydro	MCE-2000	
\$192.00 Alachua County Jail /3333 NE 39th Ave	#1 (Elevator)	Miami Elevator	EP80-25	
\$192.00 Alachua County Jail /3333 NE 39th Ave	#2 (Elevator)	Miami Elevator	EP80-25	
\$54.00 Alachua County Jail /3333 NE 39th Ave	#1 (Dumbwaiter)	Sedgwick	24958/200 Traction	
\$420.00 Civil Courthouse /201 E University Ave	#1 (Elevator)	Dover Traction	V3313C27667	
\$420.00 Civil Courthouse /201 E University Ave	#2 (Elevator)	Dover Traction	V3314C27668	
\$420.00 Civil Courthouse /201 E University Ave	#3 (Elevator)	Dover Traction	V3315C27669	
\$144.00 Civil Courthouse /201 E University Ave	#4 (Elevator)	Dover Hydro	E-48142-T1465	
\$54.00 Civil Courthouse /201 E University Ave	#1 (Dumbwaiter)	Miami Elevator		46699
\$450.00 Criminal Courthouse /220 S Main St	#1 (Elevator)	Montgomery	Miprom ST	
\$450.00 Criminal Courthouse /220 S Main St	#2 (Elevator)	Montgomery	Miprom ST	
\$450.00 Criminal Courthouse /220 S Main St	#3 (Elevator)	Montgomery	Miprom ST	
\$450.00 Criminal Courthouse /220 S Main St	#4 (Elevator)	Montgomery	TMS-50	
\$450.00 Criminal Courthouse /220 S Main St	#5 (Elevator)	Montgomery	TMS-50	
\$450.00 Criminal Courthouse /220 S Main St	#6 (Elevator)	Kone	KCM-831	
\$450.00 Criminal Courthouse /220 S Main St	#7 (Elevator)	Kone	KCM-831	
\$132.00 Josiah T Walls Building /515 N Main St	#1 (Elevator)	General Hydro	Motion Control HMC-1000-PHC	
\$132.00 Josiah T Walls Building /515 N Main St	#2 (Elevator)	General Hydro	Motion Control HMC-1000-PHC	
\$132.00 Public Defenders Building /33 N Main St	#1 (Elevator)	Mowrey		50151
\$180.00 State Attorneys Office /120 W University Ave	#1 (Elevator)	Mowrey	Siemens Series E05	
\$132.00 Wilson Building /30 E University Ave	#1 (Elevator)	SE Machine Hydro	MCE-2000	
\$120.00 New Public Defenders	#1 (Elevator)	Hydro	TK Tac 32	

Vendor Agreement
Between
Alachua County, Florida
And
Otis Elevator Company, Inc.

I. BACKGROUND

The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.6 mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors.

The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.4 of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy.

II. PURPOSE

This Management Control Agreement establishes procedures and policies that will guide the Parties to comply and adhere to the CJIS Security Policy pertaining to non-governmental personnel and private vendors.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S Chestnut,
Chair, Alachua County Board of County
Commissioners

Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

Otis Elevators, Inc.

By: _____
[Signature]

Print: ** Louis DeVincentis*

Title: *General Manager*

Date: *9/13/19*



KYLE ROBERT STOPA
Commission # GG 173028
Expires May 5, 2022
Bonded Thru Budget Notary Services

[Signature]

** Notary valid for signature of
Louis DeVincentis only.*

**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.

**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.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306