

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

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Date:	September 30, 2016
From	Purchasing/Contracts
To:	Charlie Jackson, Karen Smith
CONTRACT #:	10032
VENDOR:	L3 Communications
DESCRIPTION:	#10032 Annual XRay Equipment Maintenance
APPROVED BY:	BoCC
APPROVAL DATE:	20160927
Received On:	20160929
TERM START	20161001
TERM END	20210930
AMOUNT:	\$110,000.00
ACCOUNT:	001-1912-712.46-30 001-1912-519.46-30
ENCUMBRANCE #	
RFP/BID #	
ACTIONS REQUIRED	Please forward a copy to the vendor & retain a copy for your files.  One of two originals sent to
copy to:	F&A Risk Purchasing File

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**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY  
AND L-3 COMMUNICATIONS, SECURITY & DETECTION SYSTEMS, INC. FOR  
ANNUAL EQUIPMENT MAINTENANCE FOR X-RAY MACHINES**

This Agreement is entered into this 27 day of September, 2016 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and L-3 Communications Security & Detection Systems, Inc., doing business at 10E Commerce Way, Woburn, MA 01801, hereinafter referred to as "Contractor."

**WITNESSETH**

**Whereas**, the County desires to employ the Contractor to provide Annual Equipment Maintenance for X-Ray Machines in various County buildings; and,

**Whereas**, the Contractor is qualified to provide these services

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This agreement is effective for Five (5) years beginning October 1, 2016 and continuing through September 20, 2021 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for One (1) additional One (1) 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 Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. 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.
  - 3.3. 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. The Contractor shall be paid a sum not to exceed \$110,000.00, for the initial term of the Agreement, allocated in the following manner:

4.2. FY17 – Base Price	\$21,200	\$5,300 quarterly
FY18	21,600	5,400 quarterly
FY19	22,000	5,500 quarterly
FY20	22,400	5,600 quarterly
FY21	22,800	5,700 quarterly

4.3. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice 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, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that 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 Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County BoCC  
Facilities Management Department  
ATTN: Charlie R. Jackson  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601

4.4. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

L-3 Communications  
Security and Detection Systems, Inc.

21867 Network Place  
Chicago, IL 60673-1218

4.4 No additional reimbursable expenses will be paid under this Agreement.

5. **Alachua County Minimum Wage:** Services rendered through this Agreement are 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.

- 5.1. Current required Alachua County Government Minimum Wage is \$12.00 per hour when health benefits are provided at the equivalent value of \$1.57 per hour
- 5.2. Current required Alachua County Minimum Wage is \$13.57 when health benefits are not provided.
- 5.3. The Contractor must provide certification, **Attachment D**, 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
- 5.4. 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
- 5.5. 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, F.S
- 5.6. 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. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment “B”**

7. **Personnel.** (OPTIONAL)

7.1. 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 parties will perform those functions indicated:

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<i>(list)</i>	<i>(list)</i>

7.2. 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 \_\_\_\_\_ (manager) may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Charlie R. Jackson, Facilities Director  
Facilities Management Department  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601

Contractor:

L-3 Communications  
Security and Detection Systems, Inc.  
10E Commerce Way  
Woburn, MA 01801  
ATTN: Lillian Castro-Pena, Contracts Dept

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

J. K. Irby		Procurement Division
Clerk of the Court		12 SE 1 <sup>st</sup> Street
12 SE 1 <sup>st</sup> Street	and	Gainesville, Florida 32601
Gainesville, FL 32602		Attn: Contracts/Grants
ATTN: Finance and Accounting		

9. **Default and Termination.**

- 9.1. 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 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.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services 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 Agreement amount 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.

- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four 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 any notice of termination.

## **9. Project Records.**

- 9.1. 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 Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.2. In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, 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.
- 9.3. 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 Section 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 its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 9.4. 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.

- 9.5. In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 9.6. If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.
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 **Attachment "C"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**
11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
12. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the 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.
13. **Indemnification.**
- 13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly

out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. 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. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

13.2. 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. **Intellectual Property** Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to County by the Contractor, or used by the Contractor in updating, upgrading or performing repairs to the County's equipment, shall remain the sole property of the Seiler. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of L-3 equipment previously purchased by the County.
15. **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.
16. **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.
17. **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. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **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.
19. **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.
20. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.
21. **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
22. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
24. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.
26. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **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.
28. **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

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

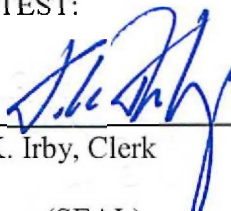
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By:   
Robert Hutchinson, Chair  
Board of County Commissioners

Date: 9/28/16

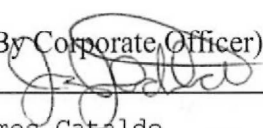
ATTEST:

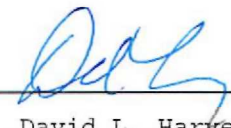
  
J. K. Irby, Clerk  
(SEAL)

APPROVED AS TO FORM

  
Alachua County Attorney's Office

**L-3 COMMUNICATIONS SECURITY AND  
DETECTION SYSTEMS, INC.**

ATTEST (By Corporate Officer)  
By:   
Print: James Cataldo  
Title: Chief Financial Officer

By:   
Print: David L. Harvey  
Title: Contracts Manager  
Date: August 16, 2016

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.**

## **ATTACHMENT A: SCOPE OF SERVICES**

### **1. SCHEDULE OF SERVICES UNDER THIS CONTRACT:**

- a. The contractor will conduct one annual inspection per X-Ray machine.
  - i. The annual inspection will consist of the following:

#### **1. Visual and Mechanical**

- a. system interior and exterior
- b. Inspect conveyor rollers
- c. Inspect condition of conveyor belt and lacing
- d. Adjust conveyor best tension and tracking
- e. Inspect condition of x-ray sensor dust shields
- f. Inspect for x-ray generator oil leakage
- g. Align and clean optical sense modules
- h. Test indicator lamps for proper operation

#### **2. Electronic**

- a. Adjust x-ray tube voltage and current
- b. Test operator control panel functions
- c. Adjust monitors
- d. Inspect conveyor relays
- e. Adjust power supply voltages
- f. Collimate x-ray beam
- g. x-ray image quality and resolution

#### **3. Operational Safety**

- a. Inspect AC line cord for damage a and test for proper grounding
- b. Inspect finger guards and/or pop-

- out rollers for damage
- c. Verify conveyor panels are securely attached
- d. Test emergency stop switches
- b. One annual radiation safety survey and preparation of performance report per x-ray system**
  - i. Measure radiation dose per inspection (annual), test all safety interlocks for proper operation
  - ii. Measure external radiation emissions (annual)
  - iii. Test all “x-ray on” indicators for proper operation
  - iv. Inspect condition of lead curtains
  - v. Inspect operator foot-mat for condition and test for proper operation
  - vi. Prepare FAA Form 1650-17

**2. Equipment to be Serviced under this Agreement**

Model No.	SIN	Location
PX-M	2216	220 South Main Street, Gainesville, FL
PX-M	2217	220 South Main Street, Gainesville, FL
PX6.4	PX641454	220 South Main Street, Gainesville, FL
PX6.4	PX64766	3333 39 Avenue, Gainesville, FL

**3. General Requirements:**

- a. Contractor will provide response as soon as possible to requests for equipment service from County’s authorized representative. 8-hour Contractor response time will be typical in geographical locations where Contractor has resident service engineers. 24-hour Contractor response time will be typical in geographical locations where Contractor does not have resident service engineers. Contractor does not warrant that the use of equipment will be uninterrupted or error free.
- b. As applicable to the specific maintenance contract

schedule, service actions performed by Contractor will include all parts, materials, and labor required to adjust, maintain, repair, or restore the equipment to proper operating condition in accordance with the manufacturers specifications. Contractor will not perform any modifications to the equipment without County's written approval. Contractor will perform all service actions at the equipment site whenever possible and practical. Contractor will perform all service actions with the least possible interference or disruption to the orderly conduct of County's normal operations. Upon the completion of service, Contractor will leave County's premises in as neat, orderly, and clean condition as existed upon start of services. Contractor will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Seiler will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Contractor will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of County.

- c. Upon completion of service, Contractor's service engineer will submit the Service Calibration Report (SCR) to County's authorized representative. The SCR will itemize the service actions performed. County's authorized representative will be provided with a copy of the completed and signed SCR. Should County fail to have an authorized representative on site for any reason upon completion of Contractor's services, the lack of County's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Contractor.
- d. All spare parts and materials provided and or replaced by the Contractor, regardless if they are new; factory refurbished, rebuilt, restored, renovated or reconditioned, shall be warranted for ninety (90) days from the date of installation. Contractor reserves the right to use Like-Kind-Quality spare parts and materials

including new, factory refurbished, rebuilt, restored, renovated or reconditioned items. Any use of alternate spare parts and materials shall have no effect on the Form, Fit, and Function of said parts and materials and shall be warranted for ninety (90) days from the date of installation, or the remaining life of the contract, whichever is longer.

- e. Agreement coverage shall not apply to any equipment, spare parts, or services that are:
  - i. repaired, moved or modified other than by Contractor's authorized personnel;
  - ii. subjected to physical or electrical abuse, stress, or misuse;
  - iii. stored, operated, modified, or maintained in a manner inconsistent with applicable Contractor instructions and specifications.
  - iv. No third party agents, regardless of affiliation or former affiliation with Contractor, retain the rights to perform service actions under this contract.
  - v. Also excluded from this contract are parts, materials, and other ancillary equipment which have been damaged due to improper handling; power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightening, hurricane, etc.; equipment failures resulting from installation or operation or use in any manner not in accordance with Contractor instructions; failures resulting from installation or operation or use in any manner not in accordance with Contractor instructions; equipment damage due to misuse or abuse (through negligence, accident, or vandalism); erroneous reports by County of equipment failures; and equipment which has been repaired or modified without the written approval of Contractor.

vi. The specific equipment covered by this contract shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Contractor shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Contractor shall make a best commercial effort to render County's equipment back into operating condition. If Contractor is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of the contract and a pro-rated credit for the balance of the present optional years Contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining

- f. Upon agreement between County and Contractor, Contractor may perform additional services beyond Contractor's obligations under this contract such services may include, but are not limited to, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to County in accordance with Contractor's prevailing standard service rate schedule.
- g. Metal Detectors do not receive preventative maintenance or radiation survey services.
- h. Regular service hours (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance and travel time to and from equipment site.

## **ATTACHMENT B: DUTIES OF THE COUNTY**

1. County will provide adequate facilities for Contractor's personnel.
  - a. The facilities will include adequate workspace, heat lighting, ventilation, proper electrical current, and earth grounded electrical outlets.
  - b. The facilities will be located within a reasonable distance from the equipment being serviced and will be provided by County at no cost to Contractor.
  - c. Contractor will not be responsible for County's failure to provide prompt access to the equipment or to adequate facilities.



## **ATTACHMENT C: 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.

#### **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 Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact 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 TO:**

**Risk Management**  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601  
[dryon@alachuacounty.us](mailto:dryon@alachuacounty.us)  
Phone: 352-374-5297  
Fax: 352-381-0168  
Attn: Darlene Ryon

**EXHIBIT 1: CERTIFICATE OF INSURANCE**

**ATTACMENT D: 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: L-3 Security & Detection Systems, Inc.  
Address 10E Commerce Way  
City/State/Zip Woburn, MA 01801  
Phone Number 781-393-3800  
Point of Contact David L. Harvey

Project Description: Annual Equipment Maintenance for X-Ray Machines in  
various County buildings

ATTEST (By Corporate Officer)

By: 

Print: James Cataldo

Title: Chief Financial Officer

**CONTRACTOR**

By: 

Print: David L. Harvey

Title: Contracts Manager

Date: August 16, 2016

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION**



# CERTIFICATE OF LIABILITY INSURANCE

115 FEB 10 AM 5:25  
DATE (MM/DD/YYYY)  
1/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	<b>CONTACT NAME:</b> Sabrina Garibaj	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> 212-994-7082	<b>E-MAIL ADDRESS:</b> Sabrina_Garibaj@ajg.com	
<b>INSURED</b> L-3 Communications Security & Detection System, Inc c/o L-3 Communications Corp. 600 Third Avenue New York NY 10016	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Insurance Company of State of PA		19429
	<b>INSURER B:</b> National Union Fire Ins Co of Pitts		19445
	<b>INSURER C:</b> Commerce and Industry Insurance Com		19410
	<b>INSURER D:</b> New Hampshire Insurance Company		23841
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 1001869056 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Product <input checked="" type="checkbox"/> Liability) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			3796518	2/1/2016	2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1861262 (AOS) 1861263 (MA) 1861261 (VA)	2/1/2016 2/1/2016 2/1/2016	2/1/2017 2/1/2017 2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	015519182 (CA) 015519183 (FL) 015519185 (ME)	2/1/2016 2/1/2016 2/1/2016	2/1/2017 2/1/2017 2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Policy# 015519181(AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT) - INSURANCE CO OF STATE OF PA - 02/01/16 02/01/17  
WC Policy# 015519180(AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV) - INSURANCE CO OF STATE OF PA - 02/01/16 02/01/17  
WC Policy# 015519184(MA,ND,OH,WA,WI,WY) - NEW HAMPSHIRE INSURANCE COMPANY - 02/01/16 02/01/17  
Re: Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  Alachua County Board of Commissioners Facilities Mgmt 915 SE 5th Street Gainesville FL 32601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## SOLE SOURCE CERTIFICATION

VENDOR NAME: L-3 Communications Security and Detection Systems, Inc.

COMMODITY: (General Description): X-Ray Systems (L-3 SDS Proprietary)

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH ADDITIONAL DATA OR SUPPORT DOCUMENTATION IF NECESSARY (MORE THAN ONE ENTRY WILL APPLY TO MOST SOLE SOURCE PRODUCTS OR SERVICES).

SOLE SOURCE CERTIFICATION:

1. ☒ PARTS/EQUIPMENT CAN ONLY BE OBTAINED FROM ORIGINAL MANUFACTURER - NOT AVAILABLE THROUGH DISTRIBUTORS. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
2. ☒ ONLY AUTHORIZED AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER. (ITEMS 3,4,5, OR 6 MUST ALSO BE COMPLETED)
3. ☒ PROPRIETARY ITEM/SERVICE (EXPLAIN BELOW)
4. ☒ PARTS/EQUIPMENT NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER (EXPLAIN BELOW)
5. ☐ THIS IS THE ONLY KNOWN ITEM/SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (EXPLAIN BELOW)
6. ☒ PARTS/EQUIPMENT ARE REQUIRED FROM THIS VENDOR TO PROVIDE STANDARDIZATION (EXPLAIN BELOW)
7. ☐ NONE OF THE ABOVE APPLY. EXPLANATION FOR SOLE SOURCE REQUEST IS DETAILED BELOW:

COMMENTS/EXPLANATIONS: (USE REVERSE SIDE IF NECESSARY)

3. L-3 parts are built for L-3  
4. No other X-Ray or metal detector parts will fit the L-3 System  
6. L-3 is the most used and common product that is reliable; the two(2) courthouses use L-3 and the County Jail also uses the L-3 systems.  
L-3 to provide Annual Equipment Maintenance for X-Ray Machines in various County buildings.

THE BASIS OF THE FOREGOING, I RECOMMEND THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT THE SERVICE OR MATERIAL ON THE ATTACHED REQUISITION BE PURCHASED AS A SOLE SOURCE COMMODITY.

SIGNED: Charles D. Felt  
DEPARTMENT DIRECTOR

DEPT/DIV: 7/7/16

APPROVED: Larry M. Topp  
PURCHASING MANAGER

DATE: 8/25/2016

APPROVED: Jay  
DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: 8/27/16

\*\*PURCHASE OVER \$50,000

APPROVED: Robert H. Hutter  
CHAIRMAN OF THE BOARD

DATE: 9/28/16



March 09, 2016

Alachua County Board of Commissioners  
Facilities Management  
Attn: Karin Smith  
915 SE 5th Street  
Gainesville, FL 32601  
Phone: 352.548.3761  
Email: [ksmith@alachuacounty.us](mailto:ksmith@alachuacounty.us)

Dear Karin Smith:

L-3 Communications Security and Detection Systems Inc. (L-3 SDS) is the exclusive manufacturer and sole source for the **PXM** and **PX6.4** series security x-ray screening systems. **L-3 SDS** is also the **sole source** for maintenance and repair of the aforementioned equipment as well as **Linescan®** family equipment. Our production factory is located in the United States. We are a full service supplier, providing equipment as well as installation, operator training and service maintenance through our own factory certified technicians located throughout the United States.

L-3 SDS currently holds Patent # 4,366,382. This process employs a fan-shaped x-ray beam which scans baggage on a conveyor belt and produces software enhanced images of the contents of the baggage on a video monitor.

As the original equipment designer and manufacturer L-3 SDS is the only maintenance and repair supplier that:

- Possesses the prerequisite degree of skill and technical knowledge which is required to correctly diagnose and remedy equipment malfunctions;
- Has direct access to equipment hardware and software design engineering documentation and trained Personnel to enable field retrofits and upgrades to existing equipment should they become necessary or desired;
- Maintains a complete inventory of all maintenance and repair parts which have been factory tested and certified;
- Is able to provide critical replacement components - using proprietary L-3 SDS software, firmware and hardware - which are protected as trade secrets and not available through any other company;
- Provides factory-direct trained and certified field service engineering should post-sale upgrades or adjustments be required;

Please note that firmware, such as data on Erasable Programmable Read Only Memory chips (EPROM) is also proprietary to L-3 SDS and cannot be sourced through any alternate vendor.

Should any repairs or adjustments be required to your equipment in between the regular scheduled preventative maintenance visits please contact our 24x7 Service Center directly at 1-800-776-3031.

If you have any questions please feel free to contact me at your convenience.

Sincerely,



Lillian Castro-Pena  
Desk: 781-970-1606  
[Lillian.Castro-Pena@L-3com.com](mailto:Lillian.Castro-Pena@L-3com.com)

**Agenda**

September 27, 2016 Regular BoCC Meeting

**Category**

CONSENT/Governmental Units

**Sub-Category**

Support Services Group

**Item Type**

Information

**Title**

L-3 Communications: Annual Equipment Maintenance for X-Ray Machines in various County Buildings

**Amount**

\$110,000 for five years

**Description**

Agreement for Contractual Services between Alachua County and L-3 Communications Security & Detection Systems, Inc. to provide Annual Equipment Maintenance for X-Ray machines in various County buildings, October 1, 2016 through September 30, 2021

**Recommendation**

Approve and Execute the Agreement between Alachua County and L-3 Communications Security & Detection Systems, Inc. for Equipment Maintenance of X-Ray System in the Criminal Courthouse and the Correctional Facility for the period of October 1, 2016 through September 30, 2021.

**Alternative(s)**

Do not approve and provide staff with direction

**Requested By**

Charlie R. Jackson, Facilities Director

**Originating Department**

Facilities Management

**Attachment(s) Description**

L3\_Agreement; L3\_Previous\_Agreement; L3\_SoleSource

**Documents Requiring Action**

Agreement between Alachua County and L-3 Communications to provide Annual Equipment Maintenance for X-Ray Machines in various County buildings, October 1, 2016 - September 30, 2021



**Executive Summary**

The County previously entered into an agreement with L-3 Communications dated September 9, 2015 and ending September 30, 2016. This is to request that the County approves L-3 Communication's new Agreement for Contractual Services for a five (5) year period beginning October 1, 2016 through September 30, 2021. This agreement allows for a \$400 increase; which is 1.9% annually. The breakdown of annual expenditures is as follows: FY17 - \$21,200; FY18 - \$21,600; FY19 - \$22,000; FY20 - \$22,400; FY21 - \$22,800. Funding for fiscal year FY17 only; Subsequent funding requires approval by the County Manager.

**Background**

Alachua County currently has four X-ray Security Detection Systems, located at the Criminal Courthouse and the Correction Facility. These systems require preventative maintenance and repairs in order to maintain maximum operational performance. Based on the information obtained, L-3 Communications is the sole source provider of spare parts for the X-ray systems. L-3 Communications maintenance options include all necessary preventative and remedial maintenance repair parts as outlined in the contractor's Statement of Work.

**Issues**

Denial of this request would hinder the County's ability to maintain regulatory requirements as related to the various X-ray machines.

**Fiscal Recommendation**

Approve the Agreement between Alachua County and L-3 Communications Security & Detection Systems, Inc. for the Equipment Maintenance of X-Ray System in the Criminal Courthouse and the Correctional Facility for the period of October 1, 2016 through September 30, 2021.

**Fiscal Alternative(s)**

None

**Funding Sources**

Facilities Management – General Fund

**Account Code(s)**

001-1912-712.46-30 and 001-1912-519.46-30

**Attachments: (list)**

[L3 Previous Agreement.pdf](#)



[L3 Agreement.pdf](#)



[L3 SoleSource.pdf](#)