SUBJECT: PIGGYBACK OFF CONTRACT NO. DMS-14/15-003C-02 FACILITY AUTOMATED CONTROL SYSTEMS – TIME AND MATERIALS BETWEEN THE STATE OF FLORIDA AND SIEMENS INDUSTRY, INC.

BID #: PSC-0021-22

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH MAY 7, 2025

AGENCY: ASM GLOBAL, JACKSONVILLE

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback off State of Florida Contract No. DMS-14/15-003C-02 with Siemens Industry, Inc. for Facility Automated Control Systems – Time and Materials to be used for miscellaneous repair/improvement projects on an as-needed basis. Period of service will be from date of contract execution through May 7, 2025. Total not-to-exceed award amount is $698,885.00.

Funding for this award shall be encumbered from various accounts, executed by formal contract agreement through the Office of General Counsel, and processed via individual Purchase Order(s).

ATTACHMENTS: Recommendation Memo; Supplier's Letter; Risk Mgt. Approval; Contract No. DMS-14/15-003C-02

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: WILLIAM T. CAVERLY, DIRECTOR OF OPERATIONS, ASM GLOBAL, JACKSONVILLE

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

To:
Gregory Pease
Chief of Procurement
City of Jacksonville, Procurement Division
214 N. Hogan St.
Jacksonville, FL 32202

From:
William T. Caverly
Director of Operations
ASM Global Jacksonville
300 A. Philip Randolph Blvd.
Jacksonville, FL 32202

Mr. Pease,

ASM Global, Jacksonville, is requesting approval to piggyback off State of Florida Contract No. DMS-14/15-003C-02 with Siemens Industry, Inc. for Facility Automated Control Systems – Time and Materials to be used for miscellaneous repair/improvement projects on an as-needed basis. Period of service will be from date of contract execution through May 7, 2025. Total not-to-exceed award amount is $698,885.00.

Funding for the project shall be utilized from various accounts.

Regards,

William T. Caverly

SIEMENS

Infrastructure & Cities

City of Jacksonville, Procurement Division
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Attn: David R. Klages
dklages@coj.net
(904)-255-8813
Purchasing Analyst
Date: 10/15/2021

From: Siemens Industry, Inc
8940 Western Way, Suite One
Jacksonville, Florida 32256
Attn: Steven A. Moore
Account Executive
Re: **State of Florida Department of Management Services Contract DMS 14/15-003C-02 and the POCC Retrofit Project**

Dear David,

As we have discussed, please find this letter as your authorization to allow the City of Jacksonville to piggyback off Contract DMS 14/15-003C-02 between Siemens Industry, Inc and the State of Florida Department of Management Services. The same terms and pricing is and will be provided to The City of Jacksonville.

Thank you and please do not hesitate to contact me with any additional questions and or needs.

Sincerely,

Steven A. Moore
Account Executive

Klages, David

From:	Verdejo Magras, Wanda on behalf of RiskReview
Sent:	Tuesday, October 19, 2021 8:33 AM
To:	Klages, David
Subject:	CONCLUDED REVIEW FOR Siemens Industry, Inc.-Facility Automated Control Systems - Contract No. DMS 141/5-003C-02
Attachments:	REDLINED DMS-1415-003C-02 Time and Materials - Final Contract - Siemens.pdf; RM ADDED INS. REQ FOR Siemens Industry, Inc.-Facility Automated Control Systems.docx

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

Risk Management reviewed the agreement and attach separatly the Indemnification & Insurance Requirements for Siemens Industry, Inc.-Facility Automated Control Systems –Time and Materials

Summary:

- Page 7 section 7 Insurance requirements & page 8 section 8.4 indemnification do not meet the usual COJ indemnification and insurance requirements.
- I attach Risk insurance requirements format for your consideration.
- If I am correct in understanding the scope, the agreement is to repair and service HVAC. With that said, my recommendation is for the agreement to include Pollution Liability, Installation Floater in addition to the basic coverages as General Lia., Auto Lia. and Workers Compensation.

NOTE: Please label all emails correspondence: Subject: Siemens Industry, Inc.-Facility Automated Control Systems (Public Wk)

Risk Management concludes the review.

Any further questions, please feel free to contact me.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo

Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville

117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

ONE CITY. ONE JACKSONVILLE

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From: Klages, David <DKlages@coj.net>
Sent: Friday, October 15, 2021 10:47 AM
To: RiskReview <RiskReview@coj.net>
Subject: Review of Insurance Requirements: Facility Automated Control Systems - Siemens Industry, Inc. / State of Florida - Contract No. DMS 141/5-003C-02

Good morning. Would you please review the insurance requirements for the attached contract that we would like to piggyback off? The scope of services if for miscellaneous repairs/improvements to facilities ("Facility Automated Control Systems") between Siemens Industry, Inc. and the State of Florida.

The Insurance requirements can be found in Section 7 (page 7) of the attached contract.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER

AGENCY INFORMATION

CONTACT NAME: AGENT INFO

PHONE (A/C, No, Ext): AGENT # FAX (A/C, No):

E-MAIL ADDRESS: AGENT EMAIL

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : CARRIER NAME	AM Best Rating A-VII or Better	NEED NUMBER
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

APPLICANT INFORMATION

COVERAGES CERTIFICATE NUMBER: 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	
?	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	Policy Number	date	date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
?	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	Policy Number	date	date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
?	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Policy Number or WC exempt letter see attach sample	date	date	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
?	Pollution Lia /Pollution Legal Lia.	X	X	Policy number	date	date	$1,000,000 per claim & $2,000,000 agg	
?	Builders Risk or Installation Floater	N/A	N/A	Policy number	date	date	$100% Completed Value of the Project.	

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

Contract # Project name

The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability, Auto Liability and Pollution Lia /Pollution Legal Lia. Coverages are Primary & Non-Contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability, Pollution Lia /Pollution Legal Lia and Workers Compensation. 30 day notice of cancellation to The City of Jacksonville applies to all policies. City of Jacksonville its members, officials, officers, employees and agents are named as Loss Payee on the Installation Floater.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval St. Suite 335
Jacksonville, FL 32202

CANCELLATION

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

AGENT SIGNATURE

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FLORIDA DEPARTMENT of management SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Chad Poppell, Secretary

CONTRACT

FOR

FACILITY AUTOMATED CONTROL SYSTEMS - TIME AND MATERIALS

RFP NO.: DMS-14/15-003C-02

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

SIEMENS INDUSTRY, INC.

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Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and SIEMENS INDUSTRY, INC., (Contractor).

The Contractor responded to the Department's Request for Proposal No.: DMS-14/15-003 "Facility Automated Control Systems." The Parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

1.1.1 Confidential Information - Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes (F.S.), the Florida Constitution, or any other authority and is clearly marked "Confidential."

1.1.2 Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, ensure that performance expectations are met, and who will serve as the primary point of contact for the Contractor.

1.1.3 Facility Manager - The local Department representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.

SECTION 2. TERM

2.1 Initial Term

The initial term of the Contract will be for five years. The initial Contract term shall begin on May 1, 2015, or on the last date it is signed by all Parties, whichever is earlier.

2.2 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to five years. Any renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. The Contractor shall not charge any costs for renewing the Contract.

SECTION 3. PAYMENTS

3.1 Pricing

The Contractor shall adhere to the prices as stated in ATTACHMENT B – PRICE SHEET (Time and Materials).

3.2 Price Adjustments

Any price adjustments will be pursuant to an amendment to the Contract resulting from an addition or deletion of one or more Facilities. If renewal of the Contract is anticipated after the initial term, the Department will renegotiate with the Contractor in attempt to achieve cost savings for the State of Florida.

3.3 Detail of Bills

The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

3.4 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance section 112.061, F.S. Bills for travel are not permitted under this Contract.

3.5 Payments

Payment shall be made pursuant to Chapter 215, F.S. The Contract Manager shall review, approve (i.e., the services identified in the invoice are verified by the Contract Manager as being satisfactorily performed by the Contractor) and submit said invoice for payment. The Contract Manager shall work with the Contractor to clarify any discrepancies that may exist prior to payment.

3.6 Final Invoice

Unless renewed or extended, the criteria in Section 2 of ATTACHMENT A – STATEMENT OF WORK must be completed by November 30, 2019.

3.7 Appropriations

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

SECTION 4. CONTRACT DOCUMENT

4.1 Contract Documents & Hierarchy

This Contract sets for the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

4.1.1 ATTACHMENT A – STATEMENT OF WORK

4.1.2 The General Contract Conditions - PUR 1000, which are incorporated by reference, and available at http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf

4.1.3 ATTACHMENT B – PRICE SHEET (Time and Materials)

SECTION 5. CONTRACT ADMINISTRATION

5.1 Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Lori L. Anderson, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, Florida 32399
Telephone: (850) 488-0510
Email: lori.anderson@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

5.2 Contract Manager

The Contract Manager who's primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

J. Kirby Forehand
Manager, Operations & Control
Florida Department of Management Services
Division of Real Estate Development & Management
Tallahassee, Florida 32399-0950
Telephone: (850) 488-3512
Mobile: (850) 519-0352
Email: james.forehand@dms.myflorida.com

In the event that the Department changes the Contract Manager, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

5.3 Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be:

Don Pittman
Account Executive
Siemens Industry, Inc.
119-6 Hamilton Park Drive
Tallahassee, FL 32304
Telephone: (850) 528-4908
Email: don.pittman@siemens.com

Each Party will provide prompt written notice no later than five (5) business days to the other Party of any changes to the Party's Contract Manager or his or her contact information. Such changes will not be deemed Contract amendments.

5.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

SECTION 6. COMPLIANCE WITH LAWS

6.1 Compliance

The Contractor shall comply with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the F.S., and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

6.2 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

6.3 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

6.3.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

6.3.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity; and may not transact business with any public entity.

The Contractor shall notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

SECTION 7. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

The Contractor shall have their insurance carrier note the Department as the certificate holder as provided below.

Florida Department of Management Services
Real Estate Development and Management
c/o Departmental Purchasing, Suite 335
4050 Esplanade Way
Tallahassee, Florida 32399

SECTION 8. PUBLIC RECORDS

8.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), F.S.

8.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific

statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

8.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

8.4 Indemnification

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data or records submitted to the Department in answer to a public records request or other lawful request for these records.

8.5 Contractor as Agent

If, under this Contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), F.S., the Contractor, subject to the terms of section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

8.5.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

8.5.2 Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

8.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

8.5.4 Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

SECTION 9. INTELLECTUAL PROPERTY

The Parties do not anticipate that any Intellectual Property will be developed as a result of this Contract.

SECTION 10. E-VERIFY

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below.
http://www.uscis.gov/e-verify

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

SECTION 11. SCRUTINIZED COMPANY LIST

In executing this Contract, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

SECTION 12. GEOGRAPHIC LOCATION OF DATA AND SERVICES

The State of Florida requires that all data generated, used or stored by the Contractor pursuant to the Contract will reside and remain in the U.S., and will not be transferred outside of the U.S. The State of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the U.S.

SECTION 13. RECORDS RETENTION

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this the Contract. The Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

SECTION 14. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. The Contractor will ensure that its subcontractors, if any, will apply with this provision.

SECTION 15. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

SECTION 16. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor that are relevant to this Contract, and to interview clients, employees and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

SECTION 17. AUDITS

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's (and subcontractors') data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours, and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

SECTION 18. BACKGROUND SCREENINGS AND WARRANTY OF SECURITY

18.1 Employee and Subcontractor Security Requirements

All Contractor employees, Subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Department.

18.1.1 Background Screening

The Department may require the Contractor to have an FDLE (Florida Department of Law Enforcement) background check performed on each individual that will be working in the facility. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for payment. The web address for the site is:

http://www.fdle.state.fl.us/CriminalHistory. The Contractor is responsible for fees associated with background checks. If the individual has not been a resident in Florida for 12 months, then a check should be done from the individual's previous residence. Also required is a copy of a Photo ID along with a copy of a Social Security card showing the last four numbers of the card holder. These documents and a copy of the background check must be provided to the Contract Manager for review. The Department reserves the right to reject any proposed personnel based on background check information.

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction with access to State of Florida data; the look-back period for such background screenings shall be for a minimum of six years where six years of historical information is available.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

"Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, whether said information is confidential information or personal health information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor shall ensure that the background screening is conducted on all Persons directly performing services under the Contract whether or not the Person has access to State of Florida, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State of Florida Data.

The minimum background screening process shall include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace; and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available);

The Contractor agrees that each Person will be screened as a prior condition for performing services or having access to State of Florida Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor shall maintain documentation of the screening in the Person's employment file. The Contractor shall abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances.

18.1.1.1 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are crimes where the nature of the criminal activity is such that a reasonable person would agree that their employment would create a risk of injury, loss, or damage to people and/or property of any State of Florida premises. Examples of these types of crimes include, but may not be limited to, the following:

- Murder/manslaughter
- Petit Theft
- Felony theft
- Burglary/Robbery
- Aggravated assault
- Sexual Battery
- Kidnapping/False imprisonment
- Computer related or information technology crimes
- Fraudulent practices, false pretenses and frauds, and credit card crimes
- Forgery and counterfeiting
- Violations involving checks and drafts
- Misuse of medical or personnel records

If the Contractor finds a Disqualifying Offense for a Person within the last six years, where six years of historical information is available, from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida premises. The Contractor shall consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person, and iv.) relevancy of the offense to the job duties of the Person. During the process of collecting the information and making a decision, the Contractor shall not allow the Person to perform services or have access to State of Florida premises. If the Contractor determines that the Person should be allowed access to State of Florida premises, then the Contractor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

18.1.1.2 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five years from the time initially performed for each Person during the Term of the Contract.

18.1.2 Indemnification

The Contractor further agrees to defend, indemnify and hold harmless the Department, the State of Florida, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this background check process.

SECTION 19. PERFORMANCE BOND

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

SECTION 20. SPECIFIC APPROPRIATION

Conference Report on House Bill 5001; Line 2726 - Special Categories – Contracted Services.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

Erin Rock, Deputy Secretary

5-8-15
Date

SIEMENS INDUSTRY, INC.

Signature

TRACY COLLELL BRANCH MANAGER
Print Name and Title

4/27/15
Date

FLORIDA DEPARTMENT of management SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Chad Poppell, Secretary

ATTACHMENT A - STATEMENT OF WORK

FOR
FACILITY AUTOMATED CONTROL SYSTEMS – TIME AND MATERIALS

RFP NO.: DMS-14/15-003C-02

THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

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SECTION 1. STATEMENT OF WORK

The Contractor shall provide service, maintenance, monitoring, installation, modification and repairs of Facility Automated Control Systems as contained herein.

1.1 Time and Materials Clause

The Contractor shall use the time and materials pricing schedule in ATTACHMENT C – PRICE SHEET for all products and services requested under this Contract.

1.2 Contractor License

The Contractor shall maintain all Contractor license certifications and/or registrations required under the Florida Statutes for the term of the Contract. This includes, but may not be limited to, licensure under Chapter 489, Florida Statutes. Failure to maintain any required licenses, certifications or registrations will result in the Contract being found in default and the State terminating the Contract as permitted in section 23 General Conditions (PUR 1000 – 2006).

Required Licensure:
CG or RG General Contractor's license as defined by Florida Department of Business of Professional Regulation.

1.3 Personnel

The Contractor shall at all times ensure that personnel performing maintenance, inspections and/or repairs are sufficiently trained, certified and qualified.

1.4 Department Responsibilities

1.4.1 Provide the Contractor with access to the equipment to be tested, inspected and maintained.

1.4.2 Provide the Contractor written notice of any accident, alteration or change affecting the equipment.

1.4.3 Inform the Contractor of assumed or confirmed asbestos-containing materials that are known to exist in areas in which the Contractor will be working.

1.5 Workmanship

All work shall be under the general direction of the Contractor, but subject to the inspection of the Contract Manager or designee who may require the Contractor to correct defective workmanship and parts without cost to the Department, if it is found to be the responsibility of the Contractor.

SECTION 2. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

Withholding Payment
The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, if the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

SECTION 3. ADDITIONS/DELETIONS

During the term of the Contract, the Department shall have the right to add and/or delete facilities covered by this Contract as it deems appropriate with advance written notice to the Contractor. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and/or deletion of other facilities shall be upon written mutual agreement of both Parties through a Contract amendment.

SECTION 4. TRANSITION PLAN

Within 10 working days after Contract execution, the Contract Manager will conduct a pre-service meeting or conference call with the Contractor to discuss the Scope of Work and to determine the services needed.

SECTION 5. WARRANTIES

The Contractor warrants that all products furnished under the Contract shall be free of defective material and workmanship for a period of not less than one (1) year from acceptance. Warranty repairs shall be completed within the time specified in any support level requirements.

SECTION 6. WORK HOURS

During the Contract term, the Contractor shall provide services to the Department during regular work hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except official state holidays.

Services may be performed after regular working hours as requested by the Department.

ATTACHMENT B - PRICE SHEET
SIEMENS INDUSTRY, INC.
TIME & MATERIALS
FACILITY AUTOMATED CONTROL SYSTEMS

NO BID: _____

See amendment 1 below.

Time and Materials Rate
Labor Rates (Straight Time):

	Year 1		Year 2		Year 3		Year 4		Year 5	
Labor Class	05/01/15	04/30/16	05/01/16	04/30/17	05/01/17	04/30/18	05/01/18	04/30/19	05/01/19	04/30/20
Project Manager	$152.00		$157.00		$161.00		$166.00		$171.00	
Application Engineer	$125.00		$129.00		$133.00		$137.00		$141.00	
Specialist Technician	$117.00		$121.00		$124.00		$128.00		$132.00	
Electrical Installer	$85.00		$88.00		$90.00		$93.00		$96.00	

	Renewal Year 1		Renewal Year 2		Renewal Year 3		Renewal Year 4		Renewal Year 5	
Labor Class	05/01/20	04/30/21	05/01/21	04/30/22	05/01/22	04/30/23	05/01/23	04/30/24	05/01/24	04/30/25
Project Manager	$176.00		$181.00		$187.00		$193.00		$198.00	
Application Engineer	$145.00		$149.00		$154.00		$158.00		$163.00	
Specialist Technician	$136.00		$140.00		$144.00		$148.00		$153.00	
Electrical Installer	$99.00		$101.00		$105.00		$108.00		$111.00	

1. Straight time per hour or 8am to 5pm Monday-Friday, excluding Holidays.
2. Overtime 5pm to 7am Monday - Saturday, excluding holidays = 1.5 x hourly labor rate.
3. Double time for Sundays and holidays = 2.0 x hourly labor rate.
4. Two (2) hour minimum for time and materials service call out.
5. Subcontracted Services Costs + 15% + 5%.
6. Project Support (permits, tool rental, etc.) Costs + 15% + 5%.

Materials:	
Standard parts discount of list price (percent)	67%
Outside materials (percent mark-up on actual cost)	costs + 15% + 5%
Freight (percent mark-up on actual freight cost)	4%
Material use tax on installed work (percent)	7.5% or local FL
Warranty % of material (for labor and material projects)	4%
Bond rate for projects greater than $100,000 (percent)	costs + 0%

	Totals
Years 1 - 5	$2,546.00
Renewal Years 1 - 5	$2,949.00
Grand Total	**$5,495.00**

This total will be used for evaluation purposes.

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense. and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights. duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

CONTRACT No.: DMS 14/15-003C-02
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
SIEMENS INDUSTRY, INC.

AMENDMENT NO.: 1

This Amendment to Contract No.: DMS 14/15-003C-02 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and Siemens Industry, Inc., (the "Contractor") and (collectively known as the "Parties").

Therefore, the Parties agree to amend the Contract as follows:

1. In Section 2.1, the date "May 1, 2015" is changed to "May 8, 2015."

2. In Section 3.6, the date "November 30, 2019" is changed to "May 7, 2020."

3. Attachment B – Price sheet has been changed to reflect the correct yearly dates (highlighted) and is provided as Exhibit 1. The balance of the text of Exhibit 1 is provided for illustrative purposes only. See the original price sheet for remainder of text.

4. This Amendment and Exhibit 1 are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

5. This Amendment is effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

Erin Rock, Deputy Secretary

7-2-15

Date

SIEMENS INDUSTRY, INC.

Signature

TRACY J. COLWELL BRANCH MANAGER

Print Name and Title

6/30/15

Date

EXHIBIT 1
ATTACHMENT B - PRICE SHEET
SIEMENS INDUSTRY, INC.
TIME & MATERIALS
FACILITY AUTOMATED CONTROL SYSTEMS
DMS-14/15-003C-02

NO BID: _____

Time and Materials Rate

Labor Rates (Straight Time):

	Year 1		Year 2		Year 3		Year 4		Year 5	
Labor Class	05/08/15	05/07/16	05/08/16	05/07/17	05/08/17	05/07/18	05/08/18	05/07/19	05/08/19	05/07/20
Project Manager	$152.00		$157.00		$161.00		$166.00		$171.00	
Application Engineer	$125.00		$129.00		$133.00		$137.00		$141.00	
Specialist Technician	$117.00		$121.00		$124.00		$128.00		$132.00	
Electrical Installer	$85.00		$88.00		$90.00		$93.00		$96.00	

	Renewal Year 1		Renewal Year 2		Renewal Year 3		Renewal Year 4		Renewal Year 5	
Labor Class	05/08/20	05/07/21	05/08/21	05/07/22	05/08/22	05/07/23	05/08/23	05/07/24	05/08/24	05/07/25
Project Manager	$176.00		$181.00		$187.00		$193.00		$198.00	
Application Engineer	$145.00		$149.00		$154.00		$158.00		$163.00	
Specialist Technician	$136.00		$140.00		$144.00		$148.00		$153.00	
Electrical Installer	$99.00		$101.00		$105.00		$108.00		$111.00	

1. Straight time per hour or 8am to 5pm Monday-Friday, excluding Holidays.
2. Overtime 5pm to 7am Monday - Saturday, excluding holidays = 1.5 x hourly labor rate.
3. Double time for Sundays and holidays = 2.0 x hourly labor rate.
4. Two (2) hour minimum for time and materials service call out.
5. Subcontracted Services Costs + 15% + 5%.
6. Project Support (permits, tool rental, etc.) Costs + 15% + 5%.

Materials:	
Standard parts discount of list price (percent)	67%
Outside materials (percent mark-up on actual cost)	costs + 15% + 5%
Freight (percent mark-up on actual freight cost)	4%
Material use tax on installed work (percent)	7.5% or local FL
Warranty % of material (for labor and material projects)	4%
Bond rate for projects greater than $100,000 (percent)	costs + 0%

	Totals
Years 1 - 5	$2,546.00
Renewal Years 1 - 5	$2,949.00
Grand Total	**$5,495.00**

This total will be used for evaluation purposes.

CONTRACT NO.: DMS-14/15-003C-02
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
SIEMENS INDUSTRY, INC.

AMENDMENT NO.: 2
(RENEWAL NO.: 1)

This Amendment to Contract No.: DMS-14/15-003C-02 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and Siemens Industry, Inc. (the "Contractor"), collectively known as the "Parties".

Therefore, the Parties agree to amend the Contract as follows:

1. Pursuant to Section 2.2, Renewal Term, the Contract is hereby renewed for five (5) years beginning May 8, 2020 and ending May 7, 2025.

2. This Amendment is hereby made a part of the Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

3. This Amendment is effective upon the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

Tom Berger, Director
Real Estate Development and Management

1/29/2020
Date

SIEMENS INDUSTRY, INC.

Signature
Hudanish Joshua
Digitally signed by Hudanish Joshua
DN: cn=Hudanish Joshua
o=Siemens,
email=josh.hudanish@siemens.com
Date: 2020.01.28 10:23:02 -06'00'

Josh Hudanish, Branch General Manager
Print Name and Title

January 28, 2020
Date