SUBJECT: PIGGYBACK STATE OF FL CONTRACT DMS-14/15-003C-02 FOR MECHANICAL/HVAC UPGRADES & REPAIRS

BID #: PXF-0389-18 **OPEN DATE: 01/11/2018**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE-TIME PURCHASE

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT DMS-14/15-003C-02

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to piggyback Florida State contract DMS-14/15-003C-02 between the State of Florida and Siemens Industry, Inc., for the mechanical and HVAC repairs and upgrades at the Cecil Aquatic Center for the Parks, Recreation and Community Services Division. This is a one-time purchase. The total requested expenditure not-to-exceed $173,874.00.

Funding for this award to be encumbered by various CIP accounts. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Risk Approval; State Contract; Vendor Quote

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Division

---

(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 _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

11/20/17 13:22:00
Procurement Division

November 20, 2017

MEMORANDUM

TO: Greg Pease, Chief
Procurement Division

FROM: Daryl Joseph, Director
Parks, Recreation and Community Services

RE: **Request for Piggyback State of Florida Department of Managements Services and Siemens Industry, Inc., DMS-14/15-003C-02 for Cecil Aquatic Center**

The Parks, Recreation and Community Services Department respectfully requests approval to piggyback the State of Florida, Department of Management Services DMS-14/15-003C-02 Contract with Siemens Industry, Inc.

The scope of services will include the mechanical/HVAC repairs and upgrades for Cecil Aquatic Center. The department has reviewed for compliance the reference project.

A contract will be issued for this purchase. The contract amount will be $173,874.00. The funding source will be various CIP accounts.

If you have questions or need additional information regarding this request, please contact Renée Harriman at 255-8294.
DJ/rlh

Attachment: Contract DMS-14/15-003C-02
Siemens proposal 11/8/2017
21

cc: Claire Stine, Financial Manager
Ivy Posey, Buyer

ACORD®

APPROVED
By Ann Willis at 11:00 am, Jan 02, 2018

E

DATE (MM/DD/YYYY) 12/26/2017

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
MARSH USA, INC
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454

100129-SBT--17/18 226 BALDRI 1185 NOC60

INSURED
SIEMENS INDUSTRY, INC
BUILDING TECHNOLOGIES
1000 DEERFIELD PARKWAY
BUFFALO GROVE, IL 60089

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D : The Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-009187164-12 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLD1110109	10/01/2017	10/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCL
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	TC2JCAP7440L34A17	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ N/A
								$
A	X UMBRELLA LIAB X OCCUR	X	X	CUD1110209	10/01/2017	10/01/2018	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TC2OUB8049X50817 (AOS)	10/01/2017	10/01/2018	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		TRKUB8049X51A17 (AZ, MA, OR & WI)	10/01/2017	10/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWXJUB7440L33817 (OH & WA)	10/01/2017	10/01/2018	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				"""$500K LIMIT / $500K SIR"""			E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	EXCESS LIABILITY			XLD1110309	10/01/2017	10/01/2018		3,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF JACKSONVILLE
BUILDING INSPECTION DIVISION
214 N. HOGAN STREET, ROOM 273
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
of Marsh USA Inc.

Manashi Mukherjee *Manashi Mukherjee*

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AGENCY CUSTOMER ID: 100129
LOC #: Morristown

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.	NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE. BUILDING INSPECTION REGISTRATION

CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ARE HEREBY ADDITIONAL INSURED AS OBUGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY AND $4,000,000 IS INCLUDED UNDER THE UMBRELLA LIABILITY POLICY.

A WAIVER OF SUBROGATION IN FAVOR OF CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS IS IN EFFECT ON ALL POLICIES.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE
AGREED TO ADD AS ADDITIONAL INSURED, BUT
ONLY TO COVERAGE AND MINIMUM LIMITS
REQUIRED IN A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any Person or Organization Required by a Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is agreed that this insurance maintained pursuant to the written contract agreements shall be primary to, and not contribute with any insurance or self-insurance maintained by the above, but only with respect to work performed by or on behalf of the Named Insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION TO THE EXTENT REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: (TC2OUB-8049X50-8-17)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM A WAIVER OF SUBROGATION IS REQUIRED BY CONTRACT OR AGREEMENT OR PERMIT, BUT COVERAGE IS LIMITED TO THE SCOPE OF THE WORK PERFORMED BY THE INSURED UNDER SUCH CONTRACT, AGREEMENT OR PERMIT.

DATE OF ISSUE: 08-28-17 ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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Policy Number: GLD11101-09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: TC2J-CAP-7440L34A-TIL-17 ISSUE DATE: 08-28-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 60

NONRENEWAL: **Number of Days Notice of Nonrenewal:** N/A

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANAZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per schedule on file with the Company.	60 Days, or as required by contract, whichever is less

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

II. A copy of the notice, per paragraph **I.** above, will be mailed, e-mailed or delivered:

1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
2. The number of days required for notice of cancellation, as provided in paragraph **A.2.** of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.

III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 03 (00)

POLICY NUMBER: TC2OUB-8049X50-8-17

GENERAL PURPOSE ENDORSEMENT

NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You see to it that we receive written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Number of Days Notice **60**

All other terms and conditions of this policy remain unchanged.

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APPROVED
By Ann Willis at 9:40 am, Nov 29, 2017

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Pollution Liability $1,000,000 per Loss
$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability $1,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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 J COLWELL 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
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	05/01/15	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.

State of Florida
Department of Management Services
Standard Proposal for:

SIEMENS
Siemens Industry, Inc.
Building Technologies Division
119-6 Hamilton Park Drive
Tallahassee, FL 32304
Ph: (850) 504-0344
Fx: (850) 504-0343

Proposal Date: November 27, 2017
Proposal To: Jill Enz

cc:

Project Title: **Aquatic Center Improvements**
Building Location: 214 N Hogan Street
Facility No: Facility Abbr:
Siemens Proposal No:

Proposal Requested by: Jill Enz
Project Director:

Project Executive Summary :

The Aquatic Center has a system that is not functioning and is not up to current technology. Siemens is pleased to provide the following price to upgrade the system to the latest technology that will allow you to access the system remotely and make it a functional system again. The Fast Forward Migration is the path to replace 1 MEC Panel for a new PXCM, and 1 FLNC Panel for 1 new PXCM. We will install on 1 PXCM, the FIN Builder Web Browser Graphic License, as well as provide a new set of graphics, and reconnect all TEC controllers to the existing HVAC unit that was disconnected and non functioning. Also, we will replace three TEC's that are not working.

Included:

Detailed Scopes and project clarifications can be found on the attached Proposals;

- Fast Forward Migration Proposal - Dated November 27th, 2017.
- Aquatic Center Mechanical Improvements - Dated November 27th, 2017.

Not Included:

Any items not expressly listed as being included are excluded from this proposal.
No abatement issues have been communicated to Siemens therefore no abatement coordination considerations are assumed. Siemens cannot contract for abatement in any situation.

Project Duration:
(estimate project duration in weeks after approval to proceed)

Total Sale Price **$173,874**
(words): One Hundred & Seventy Three Thousand Eight Hundred & Seventy Four Dollars

Note: Detailed pricing build-up, applicable discounts or markups are shown on attached Summary.

This proposal is valid for (60) days.

Special Conditions:

(Describe any unusual conditions/requirements such as after normal working hours, abatement issues, etc.)

Owner Coordination Required:

(examples - phone line installation, scheduling access to sensitive areas, installation of wells and/or dampers, building issues, scheduling requirements for inspections)

Owner Acceptance:

(examples - training included, graphics / as-builts, special acceptance processes)

This proposal includes all the terms and conditions including requirements as specified in the contract specifications for State Project Number **DMS 14/15-003C-02 dated 5-8-2015.**

Proposed By: Horacio Laureano
Account Manager: Iain J West
Siemens Industry, Inc
Location: Tallahassee

DO NOT MODIFY INFO BELOW THIS LINE

MyFloridaMarketPlace Info: Siemens BAU Tallahassee FEID # F132762488 Sequence Number: 23

P.O. Info:
Orders: via EMAIL
Email: iain.j.west@siemens.com
Ph: 850-504-0344
Fax: 850-504-0343
Contact: Iain West
Account Manager
119-6 Hamilton Park Dr.
Tallahassee, FL 32304

Remit To:
Siemens Industry, Inc.
Building Technologies
P.O. Box 2134
Carol Stream, Il 60132-2134

Billing Contact:
Email: Stephanie.rentas@siemens.com
Fax: 407-571-1880
Contact: Stephanie Rentas
4122 Metric Dr., Suite 100
Winter Park, Florida 32792

(doc rev date 4-2010)

SIEMENS
Siemens Industry, Inc.

Pricing Summary STATE OF FLORIDA

Project: Aquatic Center Improvements
Location: 214 N Hogan Street

Siemens Branch: Tallahassee
Report Date: 11/6/2017
Price Update Used: 10/1/2017

Comments: **Reference Proposal #** 0
See proposal scope for detailed description of work

1. Siemens Material from Material Details

Description			Cost
Siemens Material List Price			$69,486
Less Discount @	67%		$46,555
Net Siemens Material Price			$22,930
Material Escalation @	NA		
Adjusted Net Siemens Material Price			$22,930
Installed Work (7.5% or local rate)Taxes @	7.00%		$1,605
USE Tax and is not subject to negociation			
Installed Work Warranty @ 4 %	4%		$917
TOTAL SIEMENS MAT'l PRICE (Transfer to Totals)			$25,453
"@" Material List Price			$0
Less Discount @ 30%	30%		$0
Net "@" Material Price			$0
Material Escalation @	NA		
Adjusted Net "@" Material Price			$0
Installed Work (7.5% or local rate)Taxes @	6.00%		$0
USE Tax and is not subject to negociation			
Installed Work Warranty @ 4 %	4%		$0
TOTAL SIEMENS "@" MAT'L PRICE (Transfer to Totals)			$0

2. OUTSIDE MATERIAL from Material Details

Outside (Non-Siemens) Material Cost to Siemens		$58,665
Less Discount @	NA	
Net Outside Material Price		$58,665
Material Escalation @	NA	
Adjusted Net Outside Material Cost		$58,665
Installed Work (7.5% or local rate)Taxes @	6.00%	$3,520
USE Tax and is not subject to negociation		
Installed Work Warranty @ 4 %	4%	$2,347
TOTAL OUTSIDE MATERIAL		$64,532

3. Subcontracted Services

Description	Comments	Cost
Mechanical Sub		$2,335
Electrical Sub (net add & deduct)		$0
T&B		$0
Contingency	**Only added per written Request**	$0
Misc		$0
TOTAL SUBCONTRACTS		$2,335

4. Project Support

Description	Cost
Small Tools & Supplies - Consumable & Expendable	$265
Major Tools - Depreciation & Repair, Rental	$0
Hotel & Perdium Expenses Cost	$0
Permits and Fees (AHJ)	$0
TOTAL PROJECT SUPPORT	$265

5. Labor Hrs., Adjustments & Expense

	Mech. Hours	Elec. Hours	Spec. Hours	Desn. Hours	Proj. Hours
Straight Time	0	40	320	60	100
Material Handling				0	
Supervision	0	0			
Overtime	0	0	0		
TOTAL HOURS	0	40	320	60	100

TRAVEL & EXPENSE FACTORS

Rate per Mile or Km:	$0.45	FS 112.061
Perdium Rate per Day	$80.00	

Travel Cost Shall be per Fla Sta 112.061
Enter Only for Travel below if over 50 Miles

6. Mechanical Labor

Description	From	To	Rate	Hours	Cost
Journeyman			$98.00	0	$0
Overtime at 1.5 of straight			$147.00	0	$0
Supervision			$98.00	0	$0
			$0.00	0	$0
Travel & Expenses	Miles $	$0.00	Perd $	$0.00	$0
Enter Total Travel Miles & Perd Days			0	0	
TOTAL MECHANICAL LABOR				0	$0

7. Electrical Labor

Description	From	To	Rate	Hours	Cost
Journeyman			$90.00	40	$3,600
Overtime at 1.5 of straight			$135.00	0	$0
Supervision			$90.00	0	$0
			$0.00	0	$0
Travel & Expenses	Miles $	$0.00	Perd $	$0.00	$0
Enter Total Travel Miles & Perd Days			0	0	
TOTAL ELECTRICAL LABOR				40	$3,600

8. Siemens Design & Mgmt. Labor

Description	From	To	Rate	Hours	Cost
System Spec.			$124.00	320	$39,680
Overtime at 1.5 of straight			$186.00	0	$0
Travel & Expenses	Miles $	$0.00	Perd $	$0.00	$0
Enter Total Travel Miles & Perd Days			0	0	$0
Design			$133.00	60	$7,980
Project Mgmt.			$161.00	100	$16,100
Travel & Expenses	Miles $	$0.00	Perd $	$0.00	$0
Enter Total Travel Miles & Perd Days			0	0	$0
Material Ordering & Handling			$133.00	0	$0
			$0.00	0	$0
TOTAL SPECIALIST, DESIGN & MGMT. LABOR				480	$63,760

Totals

T-1 Net Project Cost (From 2)		$64,532
Outside Material Overhead @	15%	$9,680
Sub-total		$74,211
T-2 Net Project Cost (From 3 & 4)		$2,600
Subcontracted Svcs & Project Sup Overhead @	15%	$390
Sub-total		$77,201
Profit Markup for T-1 & 2 above@	5%	$3,860
Sub-total		$81,061
Siemens Material Price (from 1)		$25,453
Direct Labor Price (From 6, 7 & 8)		$67,360
Sub-total		$173,874
Bond (If >$ 100,000) Enter Bond Costs Here:		$0
Freight @ Cost + 4%		$0
Total Project Price		$173,874

Customer hereby agrees to observe complete confidentiality with regard to the Pricing Summary (Proprietary & Confidential Information) and not to disclose or permit to any third person or entity access to the Proprietary & Confidential Information without Siemens Building Technologies' prior written permission.

SIEMENS
Siemens Building Technologies, Inc.

Pricing Summary STATE OF FLORIDA

1. Siemens Material (cont.)

Description		Cost
Laboratory Controls Material List Price		$0
Less Discount @	67%	$0
Net Laboratory Controls Material Price		$0
Material Escalation @	NA	
Adjusted Net Laboratory Controls Material Price		$0
Installed Work (7.5% or local rate)Taxes @	6.00%	$0
Installed Work Warranty @ 4 %	4%	$0
TOTAL LAB CONTROLS MAT'L PRICE (Transfer to Totals)		$0
Fire/Life Safety Material **TRADE NET** Price		$0
Less Discount @	30%	$0
Net Fire/Life Safety Material Price		$0
Branch Discount Material Escalation @	0%	$0
Adjusted Net Fire/Life Safety Material Price		$0
Installed Work (7.5% or local rate)Taxes @	6.00%	$0
		$0
Installed Work Warranty @ 4 %	4%	$0
TOTAL FIRE/LIFE SAFETY MAT'L PRICE (Transfer to Totals)		$0
Access Mgmt Material List Price		$0
Less Discount @	30%	$0
Net Access Mgmt Material Price		$0
Material Escalation @	NA	
Adjusted Net Access Mgmt Material Price		$0
Installed Work (7.5% or local rate)Taxes @	7.50%	$0
Installed Work Warranty @ 4 %	4%	$0
TOTAL ACCESS MGMT MAT'L PRICE (Transfer to Totals)		$0

Travel and Expense Justification below.

Engineering and Project Labor

	Mech	Elect	Spec	Eng	PM
SITE COORD					
ENG JOB SITE SURV					
SUBMITTALS					
PRJECT ACCEPTNCE					
ENG GRAPHICS					
ENG RISER LAYOUTS					
HW CONVERTORS, DDC					
ENG PUMP SYS					
ELEC STARTUP ASSIST					
TEST & BALANC COORD					
FIELD LABOR MANAGE					
MATERIAL HANDLING					
AS BUILTS					
BILLINGS					
FORCAST/FORM8					
SUB COORD					
JOB MEETINGS					
CLOSEOUT					
ADD LABOR FOR PROJECT SPECFIC SYSTEMS BELOW					
Mech			220		60
Automation		40.0	100.0	60.0	40.0
TOTAL	0.0	40.0	320.0	60.0	100.0
Overtime					

Project: Aquatic Center Improvements

ID Qty	BMS ID	PN Qty	Part Numbers	Part Number Descriptor	Siemens Unit List	"@" Unit List	Out Purch Unit Cost	Fire TN Unit Cost	SEC/ACC Unit Cost	Siemens Item Total	"@" Item Total	Out Purch Item Total	LGP Fire Item Total	SEC/ACC Item Total
										Total	Total	Total	Total	Total
										$69,486	$0	$58,665	$0	$0
SYSTEM Devices														
FIELD PANELS AND POINTS														
		3	540-505N	HEAT PUMP CTLR,MULTI-STAGE	$1,202.05	$0.00				$3,606	$0		$0	
		1	LSM-FPWEBPL	FPWEB FIN BUILDER GRAPHIC SERV LIC	$1,600.06	$0.00				$1,600	$0		$0	
		1	LSM-FPWEBPLHST	FPWEB FIN BUILDER GRAPHIC HOS	$2,615.99	$0.00				$2,616	$0		$0	
		3	PXA-ENC34	ENCLOSURE ASSY 34	$1,271.13	$0.00				$3,813	$0		$0	
		3	PXA-SB115V192VA	SERVICE BOX 115V, 24VAC, 192VA	$1,025.90	$0.00				$3,078	$0		$0	
		1	PXC00-E96.A	PXC MOD, BACNET, 96 NODE, APOGEE	$5,875.72	$0.00				$5,876	$0		$0	
		2	PXC100-E96.A	PXC MOD, BACNET, TX-I/O, 96 NODE	$7,649.96	$0.00				$15,300	$0		$0	
		3	PXX-485.3	PXC MOD EXPANSION MODULE, 3 RS-485	$1,018.20	$0.00				$3,055	$0		$0	
		1	TXM1.16D	.6 DIGITAL INPUT MODULE	$848.29	$0.00				$848	$0		$0	
		6	TXM1.6R	6 RELAY OUTPUT MODULE	$850.28	$0.00				$5,102	$0		$0	
		2	TXM1.8D	8 DIGITAL INPUT MODULE	$565.65	$0.00				$1,131	$0		$0	
		16	TXM1.8X	8 UNIV I/O MODULE W/ 4-20MA	$1,386.23	$0.00				$22,180	$0		$0	
		2	TXS1.12F4	24VDC SUPPLY 1200MA, 4 A FUSE	$640.52	$0.00				$1,281	$0		$0	
Manual Entry below this line														
		0	manual	manual	$0.00	$0.00				$0	$0			
FIRE SYSTEM Devices														
FIELD PANELS AND POINTS														
		0	blank	blank				$0.00					$0	
		0	blank	blank				$0.00					$0	
		0	blank	blank				$0.00					$0	
		0	blank	blank				$0.00					$0	
Manual Entry below this line														
		0	manual	manual				$0.00					$0	
ACCESS/SECURITY SYSTEM Devices														
FIELD PANELS AND POINTS														
		0	manual	manual					$0					$0
		0	manual	manual					$0					$0
		0	manual	manual					$0					$0
		0	manual	manual					$0					$0
Manual Entry below this line														
		0	manual	manual					$0.00					$0
SYSTEM Devices														
Outside Material														
		3		30T Tandem Compressor – Circuit B			$11,152.00					$33,456		
		6		CC Heaters			$58.00					$348		
		6		Compressor Contactors			$141.00					$846		
		1		Circuit A Solenoid Valve – 1-1/8"			$220.00					$220		
		6		BAS Controller Installation Material			$150.00					$900		
		1		Mech Installation Material			$750.00					$750		
		1		Circuit A TXV			$184.00					$184		
		2		Nitrogen			$2,000.00					$4,000		
		21		R22(30 pounds)			$650.00					$13,650		
		1		5 Ton Heat Pump Unit			$1,825.00					$1,825		

Project: Aquatic Center Improvements

ID Qty	BMS ID	PN Qty	Part Numbers	Part Number Descriptor	Siemens Unit List	"@" Unit List	Out Purch Unit Cost	Fire TN Unit Cost	SEC/ACC Unit Cost	Siemens Item Total	"@" Item Total	Out Purch Item Total	LGP Fire Item Total	SEC/ACC Item Total
		1		4 Ton Condensing Unit			$2,486.00					$2,486		

GENERAL TERMS AND CONDITIONS
(Solutions)

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "*Rider*"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "*Document*"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "*Agreement*") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "*Work*") to be provided by Siemens and (ii) for the physical equipment (*"Equipment"*), software owned or licensable by Siemens (*"Software"*), any related documentation (*"Related Documentation"*), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the *"Deliverables"*) and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

1.8 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: License and Intellectual Property

2.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("*Work Product Deliverables*") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

2.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("*Instruments*") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

2.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "*Siemens Pre-existing Intellectual Property*") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

2.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentially agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment (*"Software Deliverables"*); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Work is provided.

2.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

2.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

2.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

2.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

2.9 Customer acknowledges that all Facilities Data (as defined in paragraph 3.7) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 3: Work by Siemens

3.1 Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

3.2 Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

3.3 Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.4 Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

3.5 Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on-site inspections.

3.6 To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

3.7 In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;

(c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;

(e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;

(f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;

(h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;

(i) Furnish to Siemens any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

4.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

4.5 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical

information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

4.6 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE,

4.7 To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

Article 5: Compensation

5.1 Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement, Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

5.3 Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

Article 6: Changes; Delays; Excused Performance

6.1 As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances

Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk

7.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for one year after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement ("*EULA*") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btcpseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.2 (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s) Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

7.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH

GENERAL TERMS AND CONDITIONS
(Solutions)

THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens.

7.4 Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	$1,000,000 each accident Commercial
General	$1,000,000 per occurrence and
Liability	$5,000,000 in the aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate

7.5 Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT , STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

7.7 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of $1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON-CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

7.8 The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Hazardous Materials Provisions

8.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

8.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

8.3 Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

8.4 For separate consideration of $10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

Article 9: Import / Export Indemnity

9.1 Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 10: Small Business Concern

SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

FAST FORWARD MIGRATION PROPOSAL

PRESENTED TO:

City of Jacksonville Aquatic Center

PRESENTED BY:

Siemens Industry, Inc.

November 27, 2017

SIEMENS

Executive Summary

The Aquatic Center has a system that is not functioning and is not up to current technology. Siemens is pleased to provide the following price to upgrade the system to the latest technology that will allow you to access the system remotely and make it a functional system again. The Fast Forward Migration is the path to replace 1 MEC Panel for a new PXCM, and 1 FLNC Panel for 1 new PXCM. We will install on 1 PXCM, the FIN Builder Web Browser Graphic License, as well as provide a new set of graphics, and reconnect all TEC controllers to the existing HVAC unit that was disconnected and non functioning. Also, we will replace three TEC's that are not working.

Prepare for the Future

The Modular Equipment Controller (MEC) has been part of the Siemens Building Technologies, Inc. ("Siemens") product offering since 1991. The Siemens MEC is a prime example of our commitment to protecting your past investments, but the time that has elapsed since the introduction of the MEC is an eternity in the semiconductor and electronics industries. While you've had to replace other assets in your facility to keep up with changing technology, the always-reliable MEC remained. However, components essential to the continued manufacturing of the MEC are simply no longer being made.

True to our commitment to help you stay current with new technology by extending the value from past system investments, Siemens has a migration plan to *Fast Forward* your MEC to state-of-the-art hardware platforms. *Fast Forward* leverages your past investments in engineering, programming, training, hardware and software.

The *Fast Forward* program preserves much of the original system investment, using your existing MEC enclosure, wiring, sensors and actuators, and replacing the internal MEC components with state-of-the-art Programmable Controller (PXC Modular or PXC Compact 36) platforms and technology.

Now is the time to *Fast Forward.* With our *Fast Forward* Migration program you'll have less downtime, fewer disruptions to your facilities and your customers, and you'll be confident you're maximizing the benefits of new technology with limited system investment.

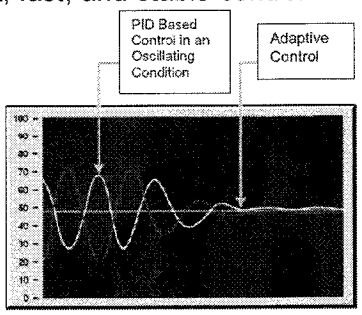
SIEMENS

Fast Forward **Features and Benefits**

Siemens Building Technologies has a roadmap to *Fast Forward* your MEC to the PXC platform. The MEC migration modernizes your building automation system, giving it enhanced functionality and flexibility. Your existing MEC control components are replaced with the PXC Modular or the PXC Compact 36 controller. By reusing your MEC enclosure, wiring, sensors and actuators, we reduce wiring complexity, minimize downtime, and control migration costs.

Your initial investment in the Siemens automation system many years ago now provides a strong foundation for the future. The *Fast Forward* program allows you to migrate at much lower costs by retaining as much as possible of your existing investment. As the chart below indicates, replacing your MEC with a new system requires significant additional investments in programming, point databases, hardware, and commissioning. System replacement also requires more of the limited wall space in your mechanical or electrical room, and extended downtime at switchover. The Fast Forward program has been engineered to be cost-effective and minimize the impact to your facility and its occupants.

Another feature offered in the new product line is Adaptive Control, a sophisticated closed loop control algorithm that auto-adjusts to provide more efficient, robust, fast, and stable control than traditional Proportional, Integral, Derivative (PID) control.



- Adjusts automatically to seasonal and mechanical characteristic changes
- Saves energy due to better tuned loops
  - Reduced cycling
  - Reduced offset from setpoint
- Increased life expectancy of valve and actuators
  - Reduced cycling-induced wear and tear
  - Reduced repair, replacement, and maintenance costs of end devices

SIEMENS

Scope

Siemens will provide MEC *Fast Forward* Migration.

- Replace 1 MEC for 1 new PXCM
- Replace 1FLNC for 1 PXCM
- Reconnect 10 TEC back to the HVAC system
- Replace 3 TEC that are not working
- Provide Web Server License & Fin Builder Graphics
- Provide up to 15 new graphics
- Provide project management, design, start-up, programming and commissioning
- Labor during regular business hours

Exclusions

Following are the exclusions:

- Computer Provide by others
- Network drop provide by others
- No cutting, patching, trenching, filling, painting, ceiling tiles or compacting is included in this cost
- Project does not include associated clean-up crews. We will be responsible for our own job site clean-up.
- Test and Balance is not to be provided as part of this scope of work.

Total Price.....45,399

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 7/28/17. Prices quoted in this proposal do not include any applicable tax and are firm for 60 days. Attached terms and conditions are incorporated and made part of this proposal.

Proposal accepted by:

Purchase Order #: _____

_____
Signature

Date: _____

Proposal submitted by:

Name:

Title:.

_____
Signature

Date: 11/27/17_____

SIEMENS

To:Jill Enz
COJ Parks Development & Natural Resource Manager
214 N Hogan Street 4th Floor.
Jacksonville 32202
November 27, 2017

Horacio Laureano
8940 Western way Suite 1
Jacksonville Fl 32256
C. (904)315-7849
F. (904)464-0037

REF: Aquatic Center Mechanical Improvements

Jill Enz:

Siemens Industry, Inc. is pleased to provide you with pricing to repair the Two Desert Air units and replace CU2C and CU9C/AHU9. The scope of work is based on the assessment and walkthrough done by our technicians.

Detailed Scope

CU2C:

-Remove & replace condensing unit 5 ton heat pump {R410}
-Remove and replace refrigerant line set & suction line insulation
-Install 10KW heat strip
-Install new liquid line dryer
-Install new RDY stat tie into the system

CU9C/AHU9:

-Remove & replace complete 4 ton system with electric heat strips {R410]
-Remove and replace refrigerant line set
-Install liquid line dryer
-Install new RDY stat and tie into the system

Desert Air unit 1:

-13 fuses ATJ35
-Compressors system B Qty-2
-4 Core Dryers
-2 system B contactors
-System A solenoid Valve
-System A Expansion Valve

Desert Air unit 2

-15 fuses ATJ35
-Compressors System A qty 2 /System B Qty-2
-4 Core Dryers
-4 Contactors 3RT1034-1A

Clarifications:

- Allow 4 to 6 weeks for compressors and parts(Desert Air Units)
- All work is quoted at normal time, non after hours is included.

Exclusions:

- Repairs of any kind to any other existing equipment not mention above
- No cutting, patching, trenching, filling, painting, ceiling tiles or compacting is included in this cost
- Project does not include associated clean-up crews. We will be responsible for our own job site clean-up.

Total Project.....$128,475

The Terms and Conditions of Sale shown on the attached are a part hereof

We appreciate the opportunity to provide this pricing to you for this work. If you have any questions regarding this pricing or any other matter, please feel free to contact me at your convenience. 904-527-6011 or fax to 904-464-0037

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with the work as proposed.

Proposal Submitted:
Siemens Industry, Inc.

Purchaser		**Seller**	*Siemens Industry, Inc.*
By		**By**	Horacio Laureano
Title		**Title**	Account Executive
Date		**Date**	November 27, 2017

Proposal Valid for 30 Days