

**CONTRACTUAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND  
W.W. GAY FIRE PROTECTION, INC. FOR ANNUAL FIRE SPRINKLERS, RISERS,  
EXTINGUISHERS, SUPPRESSION SYSTEMS, AND ALARM PANELS INSPECTIONS,  
MAINTENANCE, AND REPAIRS NO. #13481**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and W.W. Gay Fire Protection Inc., a Florida for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued ITB 23-215 seeking qualified firms or individuals to provide Annual Fire Sprinklers, Risers, Extinguishers, Suppression Systems, and Alarm Panels Inspections, Maintenance, and Repairs; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

**WHEREAS**, the Contractor is willing to provide work and services to the County; and

**WHEREAS**, the County desires to engage Contractor to provide the work and services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Fire Sprinklers, Risers, Extinguishers, Suppression Systems, and Alarm Panels Inspections, Maintenance, and Repairs in County facilities, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on October 1, 2022 (“effective date”) and continues until September 30, 2023, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional one (1) year term(s) at the same terms and conditions outlined herein.
4. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
  - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
  - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task property and satisfactory. Contractor will perform the Services with the skill and care

which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$ **252,000.00 annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full.
- C. For those locations identified as General Facilities in Exhibit 1, the Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, FL 32601  
[facfiscal@alachuacounty.us](mailto:facfiscal@alachuacounty.us)

- D. For those locations identified as Critical Facilities in Exhibit 1, the Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Critical Facilities  
Alachua County Public Works Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
CriticalFacilities@alachuacounty.us

- E. At the option of the County, Price adjustments (whether an increase or decrease) will be based on the change in the Consumer Price Index or Commodity Price Index for the preceding twelve (12) months as calculated and published by the United States Department of Labor, not to exceed 3%.
- F. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- G. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- H. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- I. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or

used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Contractor’s representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$17.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Compliance with Criminal Justice Information Services (CJIS)**

- A. The Contractor acknowledges that their employees will be entering buildings while conducting the Work required by this Agreement that are subject to the security requirements contained in the CJIS version 5.9 dated June 1, 2020
- B. Within five (5) days of the execution of this Agreement by the Parties, Contractor shall execute the Certification attached hereto and incorporated into this Agreement as Exhibit "5" and deliver same to the County.
- C. Contractor shall comply with Criminal Justice Information Services Security Addendum H and ensure employees complete the Certification contained therein at Exhibit "6" to this Agreement

13. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement,

whether completed or in draft. In the event of termination, Contractor’s recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

14. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys’ fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

To County:

W.W. Gay Fire Protection Inc

Alachua County Facilities Management

2500 NE 18<sup>th</sup> Terrace

915 SE 5<sup>th</sup> Street

Gainesville, FL 32609

Gainesville, FL 32601

mreinhardt@sciensbuildingsolutions.com

cc: With a copy electronically sent to:  
Alachua County Procurement, Attn:  
Contracts  
acpur@alachuacounty.us  
Clerk of Court, Attn Finance & Accounting  
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
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 for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be

subject to penalties imposed under §119.10, Florida Statutes, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is



equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

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

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

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

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties

further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler

Marihelen Wheeler, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST

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

Approved as to form:

Diana Johnson  
9E797AC46776481...  
Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:  
Richard Bloom  
AA73D050670D4C2...

By: Richard Bloom

Print: Vice President

Title: 8/16/2022

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

## **Exhibit 1: Scope of Services/Work**

1. GENERAL REQUIRMENTS The Contractor shall render periodic inspections, testing, and maintenance services of fire protection systems and extinguishers in order to provide a safe environment for employees, clients and visitors to the offices, buildings and/ or grounds of various County locations. The Contractor shall perform routine inspections, periodic maintenance, and additional tests/ tasks as needed.
2. SCOPE OF SERVICES
  - 2.1. All field tickets must be signed by Facilities Management Maintenance Representative and copies must be sent along with monthly invoices for payment.
  - 2.2. Field tickets should be all inclusive and itemized. At a minimum field tickets shall include service performed, serial number and description of equipment, and cost.
  - 2.3. All Contractor equipment, including materials and chemicals, must be in the possession and control of the contractor at all times.
  - 2.4. Inspections/ Testing/ Maintenance will be assigned by means of a yearly printed schedule set in a team effort between the contractor and the County and will be recorded by work order. A copy of the inspection/test and maintenance report will be placed in the building log book at the building being inspected and an additional copy will be sent to the Facilities Management Department office attached to the invoice.
  - 2.5. Service calls other than the scheduled service must be coordinated by the Facilities Management Department Manager. Any proposed maintenance outside of the annual maintenance requires a written proposal approved by the Facilities Management Department Manager prior to performing the work. The County shall not bear the responsibility for the cost of any work performed without proper authorization.
3. FIRE PROTECTION SYSTEMS
  - 3.1. Inspection/ testing of all fire-sprinkler, fire pumps, fire risers, Halon, FM 200, and Ansul systems in County owned and/ or leased buildings as per attached building list.
  - 3.2. Provide all labor and tools necessary to perform inspections/ testing/ maintenance of the fire protection systems installed in the various County owned buildings. This work shall include Fire Pumps, Sprinkler Heads, Fire Suppression Systems, Fire Risers, Ansul Systems, Halon and FM 200 Systems.
  - 3.3. All Material Cost will be on Actual Acquisition Cost; No material markup for repair parts (of the systems specified in this section) will be paid by the County.
  - 3.4. Inspections/ testing/ maintenance shall be in accordance with local authorities having jurisdiction and NFPA 25 2017 FLORIDA Edition for Sprinkler Inspections/ Testing/ Maintenance shall be followed. Routine maintenance/ testing/ inspections shall include all services necessary per the NFPA 25 2017 Edition guidelines for quarterly, semiannual, annual testing, and maintenance requirements.
  - 3.5. The contractor shall submit upon completion of each inspection/ test a report consisting of: building tested, type of device being tested, number of devices being tested, condition of devices, remarks concerning status of devices, signature of licensed testing

technician, the company's name and telephone number. Areas not covered or improperly covered by sprinkler systems shall be reported in writing to Facilities Management Director or designee.

- 3.6. All testing/ inspections shall be recorded on approved NFPA 25 2017 FLORIDA Edition inspection reports as per attachments. All inspection/ test/ maintenance reports shall have one copy left in the clear Plexiglas wall pocket adjacent to the sprinkler system control valve or riser of each building being inspected/ tested and one copy forwarded to Facilities Management Division Office addressed to:

Facilities Management Department  
Facilities Manager  
915 SE 5th Street  
Gainesville FL 32601

- 3.7. The Criminal Courthouse, Civil Courthouse, Sheriff's Office, County Jail, Administration Building, Community Support Services/ Heath Department and Consolidated Communications Center (911) require two (2) inspectors to perform required services.

- 3.8. All deficiency reports shall be forwarded within five (5) days to the following:

Facilities Management Department  
Facilities Manager  
915 SE 5th Street  
Gainesville FL 32601

And a copy shall also be sent to:

Alachua County Fire Rescue  
Life Safety Branch  
911 SE 5th Street  
Gainesville, FL 32601

- 3.9. All systems will be left in normal operating condition; this shall include resting. If for any reason this cannot be accomplished, the Facilities Management Division shall be notified before the inspector leaves the premises.
- 3.10. Fines associated with accidental activation of fire alarms while performing tests is the responsibility of the testing contractor.
- 3.11. The Contractor produce and provide in a format approved by the County a Device and Services Report/ Listing. This report will be maintained annually for all County's buildings.

#### 4. FIRE ALARM MAINTENANCE AND INSPECTIONS REQUIREMENTS

- 4.1. The Contractor shall be governed by the general requirements of the NFPA 72 2017 FLORIDA Edition fire alarm code for maintenance of the fire alarm systems. The requirements for testing, inspecting and maintaining fire detection devices and panels

associated with the fire alarm system shall also be bid to meet the requirements of the NFPA 72 2017 Edition fire alarm code. The County's equipment, such as the linear beam smoke detectors, are not directly mentioned in the NFPA 72 2017 Edition documents; however, they must inspect, maintain all County's fire alarm equipment and units and conduct tests by the vendor, according to the manufacturer's operation and maintenance manuals.

4.2. The Contractor shall maintain and keep current all records of maintenance, testing, and inspections performed. Contractor will provide all records of testing and maintenance upon request by the County and a report will be required annually.

5. SPRINKLER SYSTEM MAINTENANCE AND INSPECTION REQUIREMENTS

5.1. Automatic sprinkler systems shall be inspected, tested and maintained according to NFPA 25 2017 Edition, code and manuals. As stated above, the NFPA 25 2017 Edition, documents may not directly mention the type of equipment located in the libraries; however, all of the County's sprinkler equipment and units must be inspected, maintained, and tested by the vendor, according to the manufacturer's operation and maintenance manuals. Operation and maintenance manuals will be available upon request.

5.2. The 5th year Sprinkler Inspection, Test and Maintenance Service will be required by the NFPA 25 2017 Edition. The inspection, test and maintenance shall cover the following services: alarm valves (internal), strainers, filters (internal), gauges (replace), underground piping flow, standpipe flow, high temperature sprinklers (solder type) and system flushing.

6. HALON INSPECTION REQUIREMENTS All Halon inspections shall conform to NFPA 2001 code and manuals which detail the requirements for the testing and servicing of a Halon suppression system. As stated above the NFPA document may not directly mention the type of equipment located at the County or HQ Library, however, all County & Library Halon equipment and units must be inspected, maintained and tested by the vendor, according to the manufacturer's operation and maintenance manuals.

7. WATER-BASED (Wet) FIRE PROTECTION SYSTEMS In general, all inspections, testing and maintenance methods and procedures shall follow the same as those found in NFPA 25 2017 Edition, Standards for Inspection, Maintenance, and Testing of Water-Based and Dry Fire Protection Systems.

8. FIRE EXTINGUISHERS

8.1. Contractor shall provide all appropriate servicing manuals, the proper types of tools, recharge materials, lubricants, and manufacturer's recommended replacement parts or parts specifically listed for use in the fire extinguisher in order to provide services to the County.

8.2. The Contractor shall use the currently recognized version of National Fire Protection Association (NFPA) Standard 10 – Portable Fire Extinguishers as the guideline for maintaining the County's portable fire extinguishers.

8.3. The Contractor shall perform the following tasks as outlined below:

8.4. Maintenance

8.5. Maintenance of portable fire extinguishers shall be, at a minimum, at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection. Annual maintenance is also required to be recorded on a tag or label attached to each extinguisher that indicates the month and year the maintenance was performed, the name of the person performing the service and the name of the company performing the service [see NFPA 10(22), Section 7.3.4]. Maintenance procedures shall include:

- 8.5.1. Visually inspect the extinguisher.
- 8.5.2. Check the hydrostatic and maintenance dates.
- 8.5.3. Weigh the extinguisher.
- 8.5.4. Visually inspect the pressure gauge.
- 8.5.5. Remove the tamper seal and safety pull pin.
- 8.5.6. Check the discharge hose for continuity.
- 8.5.7. Inspect the valve assembly.
- 8.5.8. Clean and re-hang the extinguisher.
- 8.5.9. Review the extinguisher placement, size, and type.
- 8.5.10. Attach a new certification tag.

8.6. Six-year maintenance is required to be recorded on a metallic label, or similar durable weatherproof material, affixed to each extinguisher that is a minimum 2 in. x 3½ in. in size [see NFPA 10(22), Section 7.3.6.5]. The label needs to indicate the month and year the maintenance was performed (by means of a perforation similar to that made with a hand punch), the initials or name of the person performing the service, and the name of the company the person represents [see NFPA 10(22), Section 7.3.6.5.3]. Labels are expected to be affixed to the shell by a heatless process and old maintenance labels must be removed at the time any new labels are affixed to the extinguisher [see NFPA 10(22), Section 7.3.6.5.1].

8.6.1. Verification-of-service collar (Maintenance or Recharging)

8.7. Each extinguisher that has undergone an internal examination or that has been recharged is required to have a verification-of-service collar installed around the neck of the extinguisher [see NFPA 10(22), Section 7.13]. This collar, usually made of aluminum or polyethylene, serves as visual proof that the extinguisher was disassembled and maintenance performed. It must be of a type that cannot be removed without the removal of the valve assembly and must indicate the month and year the service was performed (by means of a perforation similar to that made with a hand punch) and the name of the company performing the maintenance or recharge.

8.8. Cartridge- or cylinder-operated extinguishers (i.e. extinguishers in which the expellant gas is in a separate container from the agent storage container) are exempt from this requirement [see NFPA 10(22), Section 7.13.4].

- 8.8.1. Hydrostatic testing
- 8.8.2. Hydrostatic tests, as a minimum, shall be conducted the following intervals:
- 8.8.3. Water-based 5 years
- 8.8.4. Carbon Dioxide 5 years



- 8.8.5. Wet chemical (k-type) 5 years
- 8.8.6. Dry Chemical 12 years
- 8.8.7. Halogenated Agents 12 years
- 8.8.8. Dry Powder (Class D) 12 years

8.9. Every six years, stored-pressure fire extinguishers that require a 12-year hydrostatic test shall be emptied and subjected an internal examination by a trained technician in accordance with procedures detailed in the manufacturer's service manual and NFPA 10(22), Sec. 7.3.6 (commonly referred to as a "Six Year Maintenance").

8.10. Low-pressure cylinders (e.g. dry chemical, wet chemical, pressurized water) that pass the hydrostatic test must have the test information recorded on a metallic label, or similar durable weatherproof material, affixed to each extinguisher that indicates the month and year the test was performed (by means of a perforation similar to that made with a hand punch), the test pressure used, and the initials or name of the person performing the service and the name of the company they represent [see NFPA 10(22), Section 8.7.2.1]. Labels are expected to be affixed to the shell by a heatless process and be a minimum 2 in. x 3½ in. in size [see NFPA 10(22), Section 8.7.2.2].

8.11. High-pressure cylinders (e.g. CO<sub>2</sub>) that pass the hydrostatic test must be stamped with the tester's identification number and the month and year of the test [see NFPA 10(22), Sec. 8.7.3].

8.12. The Contractor's must maintain and provide the records of all fire extinguishers inspected, including those found to require corrective action, to the County upon request.

8.13. Each portable fire extinguisher shall have a tag or label securely attached that indicates the month and year the maintenance was performed and identifies the person performing the service. In addition, a permanent file record (either paper-based or electronic) shall be kept for each fire extinguisher, including information relating to past preventive maintenance and repairs conducted, and any physical defects of the extinguisher.

8.14. The contractor shall furnish all parts and materials necessary for properly maintaining and servicing portable fire extinguishers in County buildings. Mark-up on parts and materials for portable fire extinguishers, may not exceed 10% of the Contractor's cost. Invoices must identify the work performed, parts/ materials used, parts/ materials cost, and parts/ materials mark-up cost, including receipts for said parts/ materials.

## 9. UNSATISFACTORY PERFORMANCE

9.1. The County may consider the following performance by the Contractor as unsatisfactory performance:

- 9.1.1. In excess of one service "call back" to correct the same problem within 30 consecutive calendar days.
- 9.1.2. In excess of one instance within one calendar year of Contractors' personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/ or perform the repair.

10. PERFORMANCE WARRANTY The Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work.
11. MATERIAL WARRANTY Parts and materials furnished under this bid shall be the latest improved models in current production, as offered to commercial trade, shall be of quality material, specific manufacturers will be at the discretion of the County. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models are NOT acceptable. The warranty period for provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty shall commence upon date of acceptance by the County. The Contractor shall provide the County's representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.
12. SAFETY
  - 12.1. The Contractor shall maintain a safe work environment at all times. The Contractor shall report to the County's representative the existence of unsafe condition(s) which will compromise the performance of the service.
  - 12.2. The Contractor shall maintain a record of all repairs relating to the equipment included in this agreement. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, the problem must be directly brought to the attention of the County so that a plan of action can be formulated for the timeliest repair to the equipment.
13. DEFINITION OF 'SERVICE WORK' AND 'EMERGENCY WORK'
  - 13.1. Inspection/Testing/Maintenance shall be performed Monday through Friday, between the hours 6:30 AM and 6:30 PM and/or after hours to reduce the chance of interruptions such fire pumps testing. Emergency repair calls during normal working hours will be charged at a rate set in the price schedule. Emergency repair calls after hours will be charged at the overtime rate.
  - 13.2. The following days shall be holidays recognized by Alachua County:
    - New Year's Day
    - Martin Luther King's Birthday
    - Memorial Day
    - Juneteenth
    - Independence Day
    - Labor Day
    - Veteran's Day
    - Thanksgiving Day
    - Friday after Thanksgiving
    - Christmas Holiday
    - Christmas Day

- 13.3. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.
14. TIME AND MATERIAL WORK All quotes for Special Requests shall include a cost breakdown submitted by the contractor as follows: pricing in accordance with bid form, quantities, and type/ size of materials or service provided.
15. INVOICING
- 15.1. Payment will be made only after services are rendered and properly itemized invoices have been received.
- 15.2. All charges (trip charge, fuel charge, labor, etc.) must be included in bid pricing. No minimum charges per location will be allowed.
- 15.3. An invoice will be generated after each service has been performed. Each service call or additional work request shall generate a separate invoice detailing the labor charge, parts and materials. All invoices must reference the purchase order number. Each invoice shall attach a final service report referencing all service activity per work order and/ or monthly report.
16. COMMUNICATION Contractor must be able to be contacted by phone or email at all times.
17. BACKGROUND CHECKS & SECURITY CLEARANCES
- 17.1. Contractors' employees will be required to successfully pass a background check prior to entering any County building. The Contractor will be responsible for the costs of background checks.
- 17.2. Contractor will coordinate with the department to have fingerprint background checks completed, acceptable to the County, on all employees of the Contractor and any subcontractors, whether full or part time at least 72 hours prior to such employee(s) commencing work. The Contractor will ensure that no employee of the contractor or any sub-contractor who has not had a background check run will enter Buildings identified in this agreement as requiring such checks.
- 17.3. The County or the Administrating Official for Agencies occupying buildings for which the County provides maintenance, janitorial, construction or other services may refuse to allow any contractor or sub-contractor's employee's access to the buildings or offices occupied if deemed by the Agency Administrator to be in the best interest of the orderly functioning of the Agency.
- 17.4. All Contractor employees must complete FBI Criminal Justice Information Services (CJIS) training to ensure they are aware of CJIS security requirements.
18. LICENSES
- 18.1. The Contractor shall have a State Fire Marshall Contractor Type I or Type II license. Contractor shall supply a copy of valid License.
- 18.2. The Contractor must have a valid Class A, Florida Fire Equipment Dealers License prior to contract award. Contractor must maintain valid licenses throughout the

duration of the contract, the Contractor must be responsible to satisfying those requirements. The Contractor shall supply a copy of valid License.

18.3. The Contractors Technicians must be licensed or have a valid Portable Permit.

19. ADDITIONAL LOCATIONS The County reserves the right to add or delete locations. If adding sites, the County reserves the option to accept a price mutually agreed upon (as per hourly rate of this bid), or obtain said item via the County's regular procurement procedures. In cases of deletions, County will issue notification to the contractor as to equipment that is no longer to be covered and effective date of same. Approval for additions or deletions is authorized by the department director and will be acknowledged by the parties.

20. IDENTIFICATION BADGES Contractor's employees must wear pictured identification badges or company shirts at all times while on County properties. All contractor personnel must follow all applicable sign-in rules/ guidelines associated with various buildings and/ or as required by security staff.

21. REPORTS

21.1. All quarterly, semiannual and annual reports shall be as per NFPA 25.

21.2. The following NFPA forms shall be used for quarterly, semiannual and annual fire systems inspections/testing.

21.2.1. Form 25-13 (Form for Inspection, Testing and Maintenance of Fire Sprinkler Systems)

21.2.2. Form 25-14 (Form for Inspection, Testing and Maintenance of Standpipe and Hose Systems)

21.2.3. Form 25-20 (Form for Inspection, Testing and Maintenance of Fire Pumps)

21.2.4. Form 94-106A (Report of Inspection and Testing, of Water Based Fire Protection Systems Quarterly and Annual Items to be Reviewed)

21.2.5. The Contractor shall provide a written report to the Facilities Manager of all portable fire extinguishers inspected, serviced, or replaced.

22. INCIDENT/ ACCIDENT: Contractor must report any incident/ accident that occurs on County properties to County Facilities Management and Risk Management.

23. DAMAGES: Any damages to County properties and or Buildings/ Grounds shall be repaired by the Contractor at no cost to the County.

24. COMPLAINT PROCEDURE AND PROPERTY DAMAGE: Complaints resulting from this work and received by the County shall be recorded by the County then forwarded to the Contractor for resolution. Within twenty-four (24) hours of receiving notice of the complaint, the Contractor shall contact the Facilities Management Department. The Contractor shall make every effort to settle the claim in an expeditious manner.

## 25. LOCATIONS:

<b>General Facilities</b>				
<b>Location</b>	<b>Address</b>	<b>City</b>	<b>ST</b>	<b>Zip</b>
Civil Courthouse	201 E University Ave	Gainesville	FL	32602
Criminal Courthouse	220 S Main St	Gainesville	FL	32601
Public Defenders Building	151 SW 2nd Avenue	Gainesville	FL	32601
State Attorney	120 W University Ave	Gainesville	FL	32601
Administration - Annex	120 S Main St	Gainesville	FL	32602
Ag Center Office & Auditorium	22712 W Newberry Road	Newberry	FL	32669
Animal Shelter	3400 NE 53rd Ave	Gainesville	FL	32601
Camp Cuscowilla	210 SE 134th Avenue	Micanopy	FL	32667
Camp-Fillmer Warehouse	2559 NE 18th Terrace Suite A	Gainesville	FL	32609
Collection Center - Archer	S/S SR 24	Archer	FL	32618
Collection Center - Fairbanks	9920 NE Waldo Rd	Fairbanks	FL	32615
Collection Center - High Springs	16929 NW Hwy 441	High Springs	FL	32643
Collection Center - LaCrosse	10714 State Road 121	LaCrosse	FL	32615
Collection Center - Pfifer	11700 SE Hawthorne Rd	Gainesville	FL	32641
Community Service/Health Dept	224 SE 24th St	Gainesville	FL	32641
County Administration Building	12 SE 1st Street	Gainesville	FL	32601
CPC Tax Collector Driver's License	5830 NW 34th St	Gainesville	FL	32653
Facilities Shop	915 SE 5th St	Gainesville	FL	32601
Freedom Center	7340 SW 41st Place	Gainesville	FL	32601
Josiah T. Walls Building	515 North Main Street	Gainesville	FL	32601
Leveda - Administration	5115 NE 63rd Ave	Gainesville	FL	32609
Leveda - Fleet Building	5115 NE 63rd Ave	Gainesville	FL	32609
Leveda - Hazard Waste Storage	5115 NE 63rd Ave	Gainesville	FL	32609
Leveda - Recovery Materials	5115 NE 63rd Ave	Gainesville	FL	32609
Leveda - Scale House	5115 NE 63rd Ave	Gainesville	FL	32609
Leveda - Transfer Station	5115 NE 63rd Ave	Gainesville	FL	32609
Main Street Center Building	33 N Main St	Gainesville	FL	32601
Metamorphosis	4201 SW 21st Pl	Gainesville	FL	32607
New Tag 34th	5830 NW 34th St	Gainesville	FL	32653
Record Retention Building	919 SE 5th St	Gainesville	FL	32601
SWAG Health Clinic	816 SW 64th Terrace	Gainesville	FL	32653
SWAG Resource Center	807 SW 64th Terrace	Gainesville	FL	32653
Tag Agency - 34th street	5801 NW 34th St	Gainesville	FL	32653
Tag Agency - Butler	3837 SW Windmeadows Blvd	Gainesville	FL	32608
Wilson Building	26 NE 1st St	Gainesville	FL	32601
Work Release Facility Mod 1	3333 NE 39th Ave	Gainesville	FL	32609

Work Release Facility Mod 2	3333 NE 39th Ave	Gainesville	FL	32609
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<b>Critical Facilities</b>				
<b>Location</b>	<b>Address</b>	<b>City</b>	<b>ST</b>	<b>Zip</b>
Austin Carey Fire Tower	12160 NE Waldo Rd	Gainesville	FL	32609
Combined Communications Center	1100 SE 27th St	Gainesville	FL	32641
County Jail	3333 NE 39th Ave	Gainesville	FL	32609
Motor Vehicle Inspections	5900 NW 13th St	Gainesville	FL	32653
Public Works Campus	5620 NW 120th Ln	Gainesville	FL	32653
Public Works Fuel Island	5620 NW 120th Ln	Gainesville	FL	32653
Sheriff Fleet	1000 SE 27th St	Gainesville	FL	32641
Sheriff HQ	2621 SE Hawthorne Rd	Gainesville	FL	32641
Station 20	16935 NW HWY 441	High Springs	FL	32643
Station 21	15040 NW HWY 441	Alachua	FL	32615
Station 23	1600 Fort Clarke Blvd	Gainesville	FL	32606
Station 24	3509 NW 143rd St	Gainesville	FL	32606
Station 25	12825 NW US Hwy 441	Alachua	FL	32615
Station 30	930 SE 5th St	Gainesville	FL	32601
Station 33	5901 NW 34th St	Gainesville	FL	32653
Station 40	14377 NE US HWY 301	Waldo	FL	32694
Station 41	5715 NE US HWY 301	Hawthorne	FL	32640
Station 60	1320 SE 43rd St	Gainesville	FL	32641
Station 62	7405 SE 221st St	Hawthorne	FL	32640
Station 80	2000 SW 43rd St	Gainesville	FL	32607
Station 81	8815 SW Archer Rd	Gainesville	FL	32608
Station 82	17128 SW Archer Rd	Archer	FL	32618
Work Release Facility Pod 1	3333 NE 39th Ave	Gainesville	FL	32609
Work Release Facility Pod 2	3333 NE 39th Ave	Gainesville	FL	32609
Medical Examiner	3217 SW 47th Avenue	Gainesville	FL	32608

## 26. EQUIPMENT

General Facilities									
Location	Alarm Panel	Stand Pipes	Fire Pump	Sprinklers	Total Extinguishers	Guardian System	Suppression	Fuel Suppression System	K Class
Administration - Annex	X			X	7				
Ag Center Office & Auditorium	X			X	30		1		
Animal Shelter	X			X	9		1		
Camp Cuscowilla					16		1		
Camp-Fillmer Warehouse					5				
CareerSource NCFL					6				
Civil Courthouse	X	X	X	X	55		1		
Collection Center - Archer					2				
Collection Center - Fairbanks					2				
Collection Center - High Springs					2				
Collection Center - LaCrosse					2				
Collection Center - Pfifer					2				
Community Services/Health Dept	X		X	X	28				
County Administration Building	X	X		X	51				
CPC Tax Collector Driver's License					7				
Criminal Courthouse	X	X	X	X	61				
Facilities Shop					6				
Freedom Center					6				

Josiah T. Walls Building	X		X	X	15				
Leveda - Administration	X				3				
Leveda - Fleet Building					5				
Leveda - Hazard Waste Storage	X			X	10				
Leveda - Recovery Materials	X			X	13				
Leveda - Scale House					1				
Leveda - Transfer Station	X		X	X	9				
Main Street Center Building	X			X	10				
Metamorphosis	X				6	2			
New Tag 34th	X				9				
Public Defenders Building	X			X	14				
Record Retention Building	X			X	8				
State Attorney	X				13				
SWAG Health Clinic					5				
SWAG Resource Center	X				4				
Tag Agency - 34th street					4				
Tag Agency - Butler	X								
Wilson Building	X			X	22		1		
Work Release Facility Mod 1				X					
Work Release Facility Mod 2				X					
	21	3	5	17	448	2	5	0	0
	Alarm Panel	Stand Pipes	Fire Pump	Sprinklers	Total Extinguishers	Guardian System	Suppression	Fuel Suppression System	K Class



<b>Critical Facilities</b>									
Location	Alarm Panel	Stand Pipes	Fire Pump	Sprinklers	Total Extinguishers	Guardian System	Suppression	Fuel Suppression System	K Class
Austin Carey Fire Tower	X								
Combined Communications Center	X			X			1		
County Jail	X		X	X	80		2		
Motor Vehicle Inspections					4				
Public Works Campus					34				
Public Works Fuel Island								1	
Sheriff Fleet					5				
Sheriff HQ	X			X			1		
Station 20	X		X	X	3	1			
Station 21				X	7				
Station 23	X			X	8		1		
Station 24	X			X	7		1		
Station 25	X			X	5	1			
Station 30	X			X	4		1		1
Station 33	X			X	8		1		
Station 40	X			X	7		1		
Station 41	X			X					
Station 60	X			X	4		1		
Station 62					9		1		
Station 80				X	5		1		
Station 81	X			X	9	1			
Station 82	X			X	8		1		
Work Release Facility Pod 1	X				14	1			
Work Release Facility Pod 2	X								
Medical Examiner					5				
	<b>17</b>	<b>0</b>	<b>2</b>	<b>16</b>	<b>226</b>	<b>4</b>	<b>13</b>	<b>1</b>	<b>1</b>
	Alarm Panel	Stand Pipes	Fire Pump	Sprinklers	Total Extinguishers	Guardian System	Suppression	Fuel Suppression System	K Class

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**Exhibit 2: Rate Schedule**

## ANNUAL FIRE ALARM INSPECTION/MAINTENANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Administration - Annex	1	per year	\$636.00	\$636.00
2	Ag Center Office and Auditorium	1	per year	\$799.00	\$799.00
3	Animal Shelter	1	per year	\$300.00	\$300.00
4	Austin Carey Fire Tower	1	per year	\$255.00	\$255.00
5	Civil Courthouse	1	per year	\$799.00	\$799.00
6	Combined Communications Center	1	per year	\$520.00	\$520.00
7	Community Services/ Health Dept	1	per year	\$700.00	\$700.00
8	County Administration Building	1	per year	\$803.00	\$803.00
9	County Jail	1	per year	\$8,700.00	\$8,700.00
10	Criminal Courthouse	1	per year	\$2,509.00	\$2,509.00
11	Josiah T. Walls Building	1	per year	\$366.00	\$366.00
12	Leveda Brown - Administration	1	per year	\$366.00	\$366.00
13	Leveda Brown - Hazard Waste Storage	1	per year	\$366.00	\$366.00
14	Leveda Brown - Recovery Materials	1	per year	\$404.00	\$404.00
15	Leveda Brown - Transfer Station	1	per year	\$434.00	\$434.00
16	Main Street Center Building	1	per year	\$366.00	\$366.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Metamorphosis	1	per year	\$620.00	\$620.00
18	New Tag 34th	1	per year	\$700.00	\$700.00
19	Public Defenders Building	1	per year	\$514.00	\$514.00
20	Record Retention Building	1	per year	\$490.00	\$490.00
21	Sheriff HQ	1	per year	\$828.00	\$828.00
22	State Attorney	1	per year	\$783.00	\$783.00
23	Station 20	1	per year	\$324.00	\$324.00
24	Station 23	1	per year	\$363.00	\$363.00
25	Station 24	1	per year	\$358.00	\$358.00
26	Station 25	1	per year	\$356.00	\$356.00
27	Station 30	1	per year	\$345.00	\$345.00
28	Station 33	1	per year	\$379.00	\$379.00
29	Station 40	1	per year	\$329.00	\$329.00
30	Station 41	1	per year	\$310.00	\$310.00
31	Station 60	1	per year	\$440.00	\$440.00
32	Station 81	1	per year	\$315.00	\$315.00
33	Station 82	1	per year	\$284.00	\$284.00
34	SWAG Resource Center	1	per year	\$319.00	\$319.00
35	Tag Agency - Butler	1	per year	\$300.00	\$300.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	Wilson Building	1	per year	\$853.00	\$853.00
37	Work Release Facility Pod 1	1	per year	\$395.00	\$395.00
38	Work Release Facility Pod 2	1	per year	\$358.00	\$358.00
<b>TOTAL</b>					<b>\$28,286.00</b>

SEMI - ANNUAL FIRE ALARM INSPECTION/MAINTENANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
39	Administration - Annex	1	per year	\$318.00	\$318.00
40	Ag Center Office and Auditorium	1	per year	\$399.50	\$399.50
41	Animal Shelter	1	per year	\$150.00	\$150.00
42	Austin Carey Fire Tower	1	per year	\$127.50	\$127.50
43	Civil Courthouse	1	per year	\$399.50	\$399.50
44	Combined Communications Center	1	per year	\$260.00	\$260.00
45	Community Services/ Health Dept	1	per year	\$260.00	\$260.00
46	County Administration Building	1	per year	\$401.50	\$401.50
47	County Jail	1	per year	\$4,350.00	\$4,350.00
48	Criminal Courthouse	1	per year	\$1,254.50	\$1,254.50
49	Josiah T. Walls Building	1	per year	\$183.00	\$183.00
50	Leveda Brown - Administration	1	per year	\$183.00	\$183.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
51	Leveda Brown - Hazard Waste Storage	1	per year	\$183.00	\$183.00
52	Leveda Brown - Recovery Materials	1	per year	\$202.00	\$202.00
53	Leveda Brown - Transfer Station	1	per year	\$217.00	\$217.00
54	Main Street Center Building	1	per year	\$183.00	\$183.00
55	Metamorphosis	1	per year	\$310.00	\$310.00
56	New Tag 34th	1	per year	\$350.00	\$350.00
57	Public Defenders Building	1	per year	\$257.00	\$257.00
58	Record Retention Building	1	per year	\$245.00	\$245.00
59	Sheriff HQ	1	per year	\$414.00	\$414.00
60	State Attorney	1	per year	\$391.50	\$391.50
61	Station 20	1	per year	\$137.00	\$137.00
62	Station 23	1	per year	\$181.50	\$181.50
63	Station 24	1	per year	\$179.00	\$179.00
64	Station 25	1	per year	\$178.00	\$178.00
65	Station 30	1	per year	\$172.50	\$172.50
66	Station 33	1	per year	\$189.50	\$189.50
67	Station 40	1	per year	\$164.50	\$164.50
68	Station 41	1	per year	\$155.00	\$155.00
69	Station 60	1	per year	\$220.00	\$220.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
70	Station 81	1	per year	\$157.50	\$157.50
71	Station 82	1	per year	\$142.00	\$142.00
72	SWAG Resource Center	1	per year	\$159.50	\$159.50
73	Tag Agency - Butler	1	per year	\$150.00	\$150.00
74	Wilson Building	1	per year	\$426.50	\$426.50
75	Work Release Facility Pod 1	1	per year	\$197.50	\$197.50
76	Work Release Facility Pod 2	1	per year	\$179.00	\$179.00
<b>TOTAL</b>					<b>\$14,028.00</b>

**ANNUAL FIRE SPRINKLER INSPECTION/MAINTENANCE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
77	Administration - Annex	1	per year	\$300.00	\$300.00
78	Ag Center Office & Auditorium	1	per year	\$500.00	\$500.00
79	Animal Shelter	1	per year	\$75.00	\$75.00
80	Civil Courthouse	1	per year	\$100.00	\$100.00
81	Combined Communications Center	1	per year	\$900.00	\$900.00
82	Community Services/Health Dept	1	per year	\$250.00	\$250.00
84	County Jail	1	per year	\$3,500.00	\$3,500.00
85	Criminal Courthouse	1	per year	\$1,675.00	\$1,675.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
86	Josiah T. Walls Building	1	per year	\$150.00	\$150.00
87	Leveda Brown - Hazard Waste Storage	1	per year	\$300.00	\$300.00
88	Leveda Brown- Recovery Materials	1	per year	\$300.00	\$300.00
89	Leveda Brown - Transfer Station	1	per year	\$450.00	\$450.00
90	Main Street Center Building	1	per year	\$225.00	\$225.00
91	Public Defenders Building	1	per year	\$400.00	\$400.00
92	Record Retention Building	1	per year	\$375.00	\$375.00
93	Sheriff HQ	1	per year	\$500.00	\$500.00
94	Station 20	1	per year	\$100.00	\$100.00
95	Station 21	1	per year	\$100.00	\$100.00
96	Station 23	1	per year	\$100.00	\$100.00
97	Station 24	1	per year	\$100.00	\$100.00
98	Station 25	1	per year	\$100.00	\$100.00
99	Station 30	1	per year	\$100.00	\$100.00
100	Station 33	1	per year	\$100.00	\$100.00
101	Station 40	1	per year	\$100.00	\$100.00
102	Station 41	1	per year	\$100.00	\$100.00
103	Station 60	1	per year	\$200.00	\$200.00
104	Station 80	1	per year	\$100.00	\$100.00



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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
105	Station 81	1	per year	\$100.00	\$100.00
106	Station 82	1	per year	\$100.00	\$100.00
107	Wilson Building	1	per year	\$375.00	\$375.00
108	Work Release Facility Mod 1	1	per year	\$200.00	\$200.00
109	Work Release Facility Mod 2	1	per year	\$200.00	\$200.00
<b>TOTAL</b>					<b>\$12,175.00</b>

**ADDITIONAL QUARTERLY FIRE SPRINKLER INSPECTION/MAINTENANCE**

performed three (3) times per year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
110	Administration - Annex	3	per year	\$300.00	\$900.00
111	Ag Center Office & Auditorium	3	per year	\$300.00	\$900.00
112	Animal Shelter	3	per year	\$150.00	\$450.00
113	Civil Courthouse	3	per year	\$324.00	\$972.00
114	Combined Communications Center	3	per year	\$294.00	\$882.00
115	Community Services/Health Dept	3	per year	\$300.00	\$900.00
117	County Jail	3	per year	\$1,600.00	\$4,800.00
118	Criminal Courthouse	3	per year	\$600.00	\$1,800.00
119	Josiah T. Walls Building	3	per year	\$400.00	\$1,200.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	Leveda Brown - Hazard Waste Storage	3	per year	\$200.00	\$600.00
121	Leveda Brown- Recovery Materials	3	per year	\$200.00	\$600.00
122	Leveda Brown - Transfer Station	3	per year	\$300.00	\$900.00
123	Main Street Center Building	3	per year	\$200.00	\$600.00
124	Public Defenders Building	3	per year	\$300.00	\$900.00
125	Record Retention Building	3	per year	\$300.00	\$900.00
126	Sheriff HQ	3	per year	\$400.00	\$1,200.00
127	Station 20	3	per year	\$100.00	\$300.00
128	Station 21	3	per year	\$100.00	\$300.00
129	Station 23	3	per year	\$100.00	\$300.00
130	Station 24	3	per year	\$100.00	\$300.00
131	Station 25	3	per year	\$100.00	\$300.00
132	Station 30	3	per year	\$100.00	\$300.00
133	Station 33	3	per year	\$100.00	\$300.00
134	Station 40	3	per year	\$100.00	\$300.00
135	Station 41	3	per year	\$100.00	\$300.00
136	Station 60	3	per year	\$100.00	\$300.00
137	Station 80	3	per year	\$100.00	\$300.00
138	Station 81	3	per year	\$100.00	\$300.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
139	Station 82	3	per year	\$100.00	\$300.00
140	Wilson Building	3	per year	\$300.00	\$900.00
141	Work Release Facility Mod 1	3	per year	\$150.00	\$450.00
142	Work Release Facility Mod 2	3	per year	\$150.00	\$450.00
<b>TOTAL</b>					<b>\$24,204.00</b>

**ANNUAL BACKFLOW PREVENTER & PIV INSPECTION/MAINTENANCE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
143	Administration - Annex	1	per year	\$100.00	\$100.00
144	Ag Center Office & Auditorium	1	per year	\$100.00	\$100.00
145	Animal Shelter	1	per year	\$75.00	\$75.00
146	Civil Courthouse	1	per year	\$75.00	\$75.00
147	Combined Communications Center	1	per year	\$100.00	\$100.00
148	Community Services/Health Dept	1	per year	\$100.00	\$100.00
149	County Administration Building	1	per year	\$100.00	\$100.00
150	County Jail	1	per year	\$100.00	\$100.00
151	Criminal Courthouse	1	per year	\$125.00	\$125.00
152	Josiah T. Walls Building	1	per year	\$100.00	\$100.00
153	Leveda Brown - Hazard Waste Storage	1	per year	\$100.00	\$100.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
154	Leveda Brown- Recovery Materials	1	per year	\$100.00	\$100.00
155	Leveda Brown - Transfer Station	1	per year	\$100.00	\$100.00
156	Main Street Center Building	1	per year	\$75.00	\$75.00
157	Public Defenders Building	1	per year	\$100.00	\$100.00
158	Record Retention Building	1	per year	\$75.00	\$75.00
159	Sheriff HQ	1	per year	\$100.00	\$100.00
160	Station 20	1	per year	\$100.00	\$100.00
161	Station 21	1	per year	\$100.00	\$100.00
162	Station 23	1	per year	\$100.00	\$100.00
163	Station 24	1	per year	\$100.00	\$100.00
164	Station 25	1	per year	\$100.00	\$100.00
165	Station 30	1	per year	\$100.00	\$100.00
166	Station 33	1	per year	\$100.00	\$100.00
167	Station 40	1	per year	\$100.00	\$100.00
168	Station 41	1	per year	\$100.00	\$100.00
169	Station 60	1	per year	\$100.00	\$100.00
170	Station 80	1	per year	\$100.00	\$100.00
171	Station 81	1	per year	\$100.00	\$100.00
172	Station 82	1	per year	\$100.00	\$100.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
173	Wilson Building	1	per year	\$75.00	\$75.00
<b>TOTAL</b>					<b>\$3,000.00</b>

**FIRE SUPPRESSION SYSTEMS (HALON/FM200)**

performed twice per year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
174	Ag Center Office & Auditorium	4	per year	\$400.00	\$1,600.00
175	Animal Shelter	2	per year	\$400.00	\$800.00
176	Civil Courthouse	2	per year	\$400.00	\$800.00
177	Combined Communications Center	2	per year	\$400.00	\$800.00
178	Metamorphosis	2	per year	\$400.00	\$800.00
179	Sheriff HQ	2	per year	\$400.00	\$800.00
180	SWAG Resource Center	2	per year	\$400.00	\$800.00
181	Wilson Building	2	per year	\$400.00	\$800.00
182	Work Release Facility Pod 1	2	per year	\$400.00	\$800.00
<b>TOTAL</b>					<b>\$8,000.00</b>

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**ANNUAL STANDPIPE INSPECTION/MAINTENANCE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
183	Civil Courthouse (must be inspected on weekends)	1	per year	\$125.00	\$125.00
184	County Administration Building	1	per year	\$400.00	\$400.00
185	Criminal Courthouse (must be inspected on weekends)	1	per year	\$500.00	\$500.00
<b>TOTAL</b>					<b>\$1,025.00</b>

**ANNUAL GUARDIAN SYSTEM INSPECTION/MAINTENANCE**

performed twice per year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
186	Metamorphosis	4	per year	\$150.00	\$600.00
187	Station 20	2	per year	\$150.00	\$300.00
188	Station 25	2	per year	\$150.00	\$300.00
189	Station 81	2	per year	\$150.00	\$300.00
190	Work Release Facility Pod 1	2	per year	\$150.00	\$300.00
191	Combined Communications Center	2	per year	\$150.00	\$300.00
<b>TOTAL</b>					<b>\$2,100.00</b>

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ANNUAL FUEL ISLAND SUPPRESSION SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
192	Public Works Fuel Island	1	per year	\$250.00	\$250.00
TOTAL					\$250.00

ANNUAL FIRE PUMP INSPECTION/MAINTENANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
193	Civil Courthouse	1	per year	\$250.00	\$250.00
194	Community Services/ Health Dept	1	per year	\$250.00	\$250.00
195	County Jail	1	per year	\$250.00	\$250.00
196	Criminal Courthouse	1	per year	\$400.00	\$400.00
197	Josiah T. Walls Building	1	per year	\$250.00	\$250.00
198	Leveda Brown - Transfer Station	1	per year	\$250.00	\$250.00
199	Station 20	1	per year	\$250.00	\$250.00
TOTAL					\$1,900.00

3 YEAR DRY SPRINKLER INSPECTION

performed once every three (3) years, may not be due this year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
200	Ag Center Office and Auditorium	1	per 3 years	\$150.00	\$150.00
201	Combined Communications Center	1	per 3 years	\$150.00	\$150.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
202	Station #60	1	per 3 years	\$150.00	\$150.00
203	Leveda Brown - Hazard Waste Storage	1	per 3 years	\$150.00	\$150.00
204	Leveda Brown - Recovery Materials	1	per 3 years	\$150.00	\$150.00
205	Leveda Brown - Transfer Station	1	per 3 years	\$150.00	\$150.00
206	Records Retention Building	1	per 3 years	\$150.00	\$150.00
207	Sheriff HQ	1	per 3 years	\$150.00	\$150.00
<b>TOTAL</b>					<b>\$1,200.00</b>

**5-YEAR WET & DRY FIRE SPRINKLER INSPECTION**

performed once every five (5) years, may not be due this year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
208	Administration - Annex	1	per 5 years	\$400.00	\$400.00
209	Ag Center Office & Auditorium	1	per 5 years	\$1,100.00	\$1,100.00
210	Animal Shelter	1	per 5 years	\$200.00	\$200.00
211	Civil Courthouse	1	per 5 years	\$1,500.00	\$1,500.00
212	Combined Communications Center	1	per 5 years	\$1,000.00	\$1,000.00
213	Community Services/Health Dept	1	per 5 years	\$1,000.00	\$1,000.00



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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
214	County Administration Building	1	per 5 years	\$1,500.00	\$1,500.00
215	County Jail	1	per 5 years	\$9,200.00	\$9,200.00
216	Criminal Courthouse	1	per 5 years	\$2,200.00	\$2,200.00
217	Josiah T. Walls Building	1	per 5 years	\$1,500.00	\$1,500.00
218	Leveda Brown - Hazard Waste Storage	1	per 5 years	\$400.00	\$400.00
219	Leveda Brown- Recovery Materials	1	per 5 years	\$400.00	\$400.00
220	Leveda Brown - Transfer Station	1	per 5 years	\$700.00	\$700.00
221	Main Street Center Building	1	per 5 years	\$400.00	\$400.00
222	Public Defenders Building	1	per 5 years	\$400.00	\$400.00
223	Record Retention Building	1	per 5 years	\$500.00	\$500.00
224	Sheriff HQ	1	per 5 years	\$650.00	\$650.00
225	Station 20	1	per 5 years	\$350.00	\$350.00
226	Station 21	1	per 5 years	\$350.00	\$350.00
227	Station 23	1	per 5 years	\$350.00	\$350.00
228	Station 24	1	per 5 years	\$350.00	\$350.00
229	Station 25	1	per 5 years	\$350.00	\$350.00
230	Station 30	1	per 5 years	\$350.00	\$350.00
231	Station 33	1	per 5 years	\$350.00	\$350.00
232	Station 40	1	per 5 years	\$350.00	\$350.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
233	Station 41	1	per 5 years	\$350.00	\$350.00
234	Station 60	1	per 5 years	\$350.00	\$350.00
235	Station 80	1	per 5 years	\$350.00	\$350.00
236	Station 81	1	per 5 years	\$350.00	\$350.00
237	Station 82	1	per 5 years	\$350.00	\$350.00
238	Wilson Building	1	per 5 years	\$700.00	\$700.00
239	Work Release Facility Mod 1	1	per 5 years	\$250.00	\$250.00
240	Work Release Facility Mod 2	1	per 5 years	\$250.00	\$250.00
<b>TOTAL</b>					<b>\$28,800.00</b>

FIRE EXTINGUISHER MAINTENANCE AND RECHARGE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
241	Annual Fire Extinguisher Maintenance performed onsite throughout various County buildings	674	each	\$6.00	\$4,044.00
242	ABC Recharge 2.5lb	1	each	\$35.00	\$35.00
243	ABC Recharge 5lb	1	each	\$45.00	\$45.00
244	ABC Recharge 10lb	1	each	\$55.00	\$55.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
245	ABC Recharge 20lb	1	each	\$65.00	\$65.00
246	CO2 Recharge 5lb	1	each	\$55.00	\$55.00
247	CO2 Recharge 10lb	1	each	\$65.00	\$65.00
248	CO2 Recharge 15lb	1	each	\$75.00	\$75.00
249	CO2 Recharge 20lb	1	each	\$85.00	\$85.00
250	Water Extinguisher Recharge 2.5 Gallon	1	each	\$50.00	\$50.00
251	K-Class Recharge per pound	1	each	\$150.00	\$150.00
252	Halon per pound	1	each	\$75.00	\$75.00
253	Fuse Links	1	each	\$10.00	\$10.00
254	6-Year Maintenance	1	each	\$0.00	\$0.00
255	Hydrostatic Test	1	each	\$0.00	\$0.00
256	New ABC Fire Extinguisher 2.5lb	1	each	\$55.00	\$55.00
257	New ABC Fire Extinguisher 5lb	1	each	\$75.00	\$75.00
258	New ABC Fire Extinguisher 10lb	1	each	\$95.00	\$95.00
259	New ABC Fire Extinguisher 20lb	1	each	\$165.00	\$165.00
<b>TOTAL</b>					<b>\$5,199.00</b>

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REPAIR SERVICES LABOR RATES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
260	Labor Rate for Repairs, per Hour, 1st Person	1	Hour	\$128.00	\$128.00
261	Labor Rate for Repairs, per Hour, 2nd Person	1	Hour	\$80.00	\$80.00
262	Labor Rate for Repairs, per Hour, 1st Person, After Hours/Emergency/Overtime	1	Hour	\$192.00	\$192.00
263	Labor Rate for Repairs, per Hour, 2nd Person, After Hours/Emergency/Overtime	1	Hour	\$120.00	\$120.00
TOTAL					\$520.00

FIRE HOSE SERVICE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
264	5 Year Fire Hose Testing	1	per 5 years	\$200.00	\$200.00
265	Replace Cost for Fire Hose	1	Each	\$150.00	\$150.00
TOTAL					\$350.00

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### **Exhibit 3: Insurance Requirements**

#### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"**

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

#### **COMMERCIAL GENERAL LIABILITY**

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

#### **AUTOMOBILE LIABILITY**

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

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

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

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

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

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

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

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

National Flood Insurance Program.

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

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

#### **OTHER INSURANCE PROVISIONS**

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

**I Commercial General Liability and Automobile Liability Coverages**

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

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

**II All Coverages**

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

**SUBCONTRACTORS**

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

**CERTIFICATE HOLDER:** Alachua County Board of County Commissioners

**MAIL, EMAIL or FAX CERTIFICATES**

**Exhibit 3-A: Certificate of Insurance**





**SUPPLEMENTARY DECLARATIONS**

<b>NAMED INSURED</b> <i>1<sup>st</sup> named Insured goes here</i> Sciens Holdings, Inc	<b>DECLARATIONS EFFECTIVE DATE</b> 07/01/2022	<b>POLICY NUMBER</b> 51GL014498-221
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THIS DECLARATIONS IS USED AS AN OVERFLOW FOR FIELDS ON THE MAIN DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION.

COUNTERSIGNED BY:



AUTHORIZED REPRESENTATIVE

**NAMED INSUREDS:*****FIRST NAMED INSURED AND MAILING ADDRESS:***

Sciens Holdings, Inc  
2251 Rosselle St.  
Jacksonville, FL 32204

***OTHER NAMED INSUREDS:***

Sabah International Incorporated  
Sciens Building Solutions, LLC  
WSA Systems-Boca, LLC  
W.W. Gay Fire Protection, Inc.  
Critical Systems Solutions LLC  
Smart Watch Security & Sound, LLC Empire  
Electric Maintenance and Service Inc Empire  
Fire Safety LLC  
Electronic Security Solutions LLC  
Cen-Cal Fire Systems Inc  
West Fire Systems Inc  
Fire Alarm Control Systems Inc  
LV Solutions LLC  
SBS Buyer I Inc  
SBS Buyer II Inc  
Sciens Holdings Inc  
Time and Alarm Systems  
Absolute Protective Systems Inc  
Java Topco Inc  
Java Midco LLC  
Java Buyer Inc  
Anchor Fire Protection Co.  
Elite Fire Safety Inc.

POLICY NUMBER: 51GL014498-221

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Blanket where required by written contract.	

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 51GL014498-221

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy No. 51GL014498-221

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**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.

**POLICY NUMBER:** 51GL014498-221

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented by you.

POLICY NUMBER: 51GL014498-221

COMMERCIAL GENERAL LIABILITY  
ECG 24 522 04 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Blanket Where Required by Written Contract

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV — COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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 operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.




**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGES**

Policy Change  
Number

<p><b>POLICY NUMBER</b> 51GL014498-221</p>	<p><b>POLICY CHANGES EFFECTIVE</b> 07/01/2022</p>	<p><b>COMPANY</b> Everest Indemnity Insurance Company</p>
<p><b>NAMED INSURED</b> Sciens Holdings Inc</p>		<p><b>AUTHORIZED REPRESENTATIVE</b> ALL RISKS LTD.</p>
<p><b>COVERAGE PARTS AFFECTED</b> General Liability</p>		
<p style="text-align: center;"><b>CHANGES</b></p> <p>It is hereby understood and agreed that we will endeavor to mail 30 day written notice of cancellation to those entities shown in the schedule below. Notice of cancellation for non-payment of premium is 10 days. Proof of mailing will be sufficient proof of such notice. This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below.</p> <p>Schedule: Blanket coverage applies where required by written contract prior to inception of the contract.</p>		



Authorized Representative Signature

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 07/01/2022 forms a part of

policy No. **CA 425-73-57** issued to **SCIENS HOLDINGS I NC .**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH , PA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

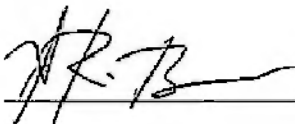
**ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
**Authorized Representative or  
Countersignature (in States Where  
Applicable)**

**ENDORSEMENT**

This endorsement, effective 12:01 A. M. **07/01/2022** forms a part of

policy No. **CA 425-73-57** issued to **SCIENS HOLDINGS INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH , PA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

POLICY NUMBER: CA 425-73-57

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SCIENS HOLD I NGS INC .

Endorsement Effective Date: 07 / 01 / 2022

**SCHEDULE**

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

SUBCONTRACTOR WAIVES ALL RIGHTS AGAINST CONTRACTOR, OWNER AND ARCHITECT, AND THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY COMMERCIAL GENERAL LIABILITY, COMMERCIAL UMBRELLA, BUSINESS AUTO LIABILITY OR WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE MAINTAINED PER REQUIREMENTS STATED ABOVE.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. **07/01/2022** forms a part of

policy No. **CA 425-73-57** issued to **SCIENS HOLDINGS INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH , PA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLY NOTICE OF CANCELLATION PROVIDED BY US**  
**[FLORIDA SPECIFIC]**

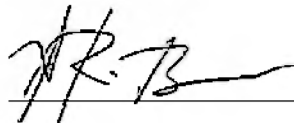
*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**COMMON POLICY CONDITIONS, A. - Cancellation, 2.** is amended to read:

2. We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation at least:
- a. TEN ( 10)\* days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. SIXTY ( 60)\* days before the effective date of cancellation if we cancel for any other reason.

**\* The notice period provided shall not be less than that required by applicable state law(s).**



**Authorized Representative or  
Countersignature (in  
Applicable)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2022 forms a part of Policy No. **WC 15203060**

Issued to **Sciens Holdings Inc.**

**By COMMERCE AND INDUSTRY INSURANCE COMPANY**

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**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:  
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,  
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

**WC 00 03 13**  
**(Ed. 04/84)**

**Countersigned by**



**Authorized Representative**

**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

Contact Title: Annual Fire Sprinkler Users, Extinguishers, Suppression Systems and Alarm Panel Inspections, Maintenance and Repairs  
Contract or Bid/RFP #: 13481

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

W.W. Gay Fire Protection, Inc.  
2251 Rosselle Street  
Jacksonville, FL 32204

**CONTRACTOR**

By: [Signature]

Print: Richard Bloom

Title: Vice President

Date: 8/31/2022



EXHIBIT 5A: Acknowledgement of Requirements of the CJIS

I. BACKGROUND


The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.9 mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems or those that have unescorted access to facilities that house such systems. These individuals include city/county IT personnel, and private vendors.

The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5 of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy.

II. PURPOSE

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

**Contractor**

By:   
Print: Richard Bloom  
Title: Vice President  
Date: 8/31/2022

## Exhibit 6: Security Addendum H and Certification

### **APPENDIX H SECURITY ADDENDUM**

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The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

H-1

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

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

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

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

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

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

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

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

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

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

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

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

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

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

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

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

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

**1.00 Definitions**

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

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

**2.00 Responsibilities of the Contracting Government Agency.**

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

**3.00 Responsibilities of the Contractor.**

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

**4.00 Security Violations.**

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

5.00 Audit

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

6.00 Scope and Authority

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

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

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

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

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

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

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

**CERTIFICATION**

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

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

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative














# Item #43, 22-0743

Final Audit Report

2022-09-20

Created:	2022-09-16
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGYDIYpaM9m56T7dwbtKqwH0Aeo0a1rxk

## "Item #43, 22-0743" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2022-09-16 - 4:58:03 PM GMT- IP address: 216.194.145.253
-  Document created by Steve Donahey (asd@alachuaclerk.org)  
2022-09-16 - 5:07:35 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature  
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