

Siemens Industry, Inc

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BLD2123540P1-01-01	Building Automation Systems Services	Supplier Product Code:	First Offer -	1 / contract	Y	Y

Supplier Total **\$0.00**

Siemens Industry, Inc

Item: Building Automation Systems Services

Attachments

Broward County BLD2123540P1 Siemens Response ver 2 2022.docx

BLD2123540P1_Exhibit_B_-_Price_Sheet.xlsx

CA-SII-City of Miramar-97000002-2021-Bus Lic.pdf

Collective Bargaining Agreement 2019-2022.pdf

Dade_Vendor_Reference_Verification_Form.pdf

FL-SII-Broward County Electrical.pdf

FL-SII-Broward County-183-1873-2021-Bus n ess Tax License.pdf

JDCH_Vendor_Reference_Verification_Form.pdf

Living Wage Docs.pdf

Siemens_Report_FY2021.pdf

Siemens_Report5Year Sum.pdf

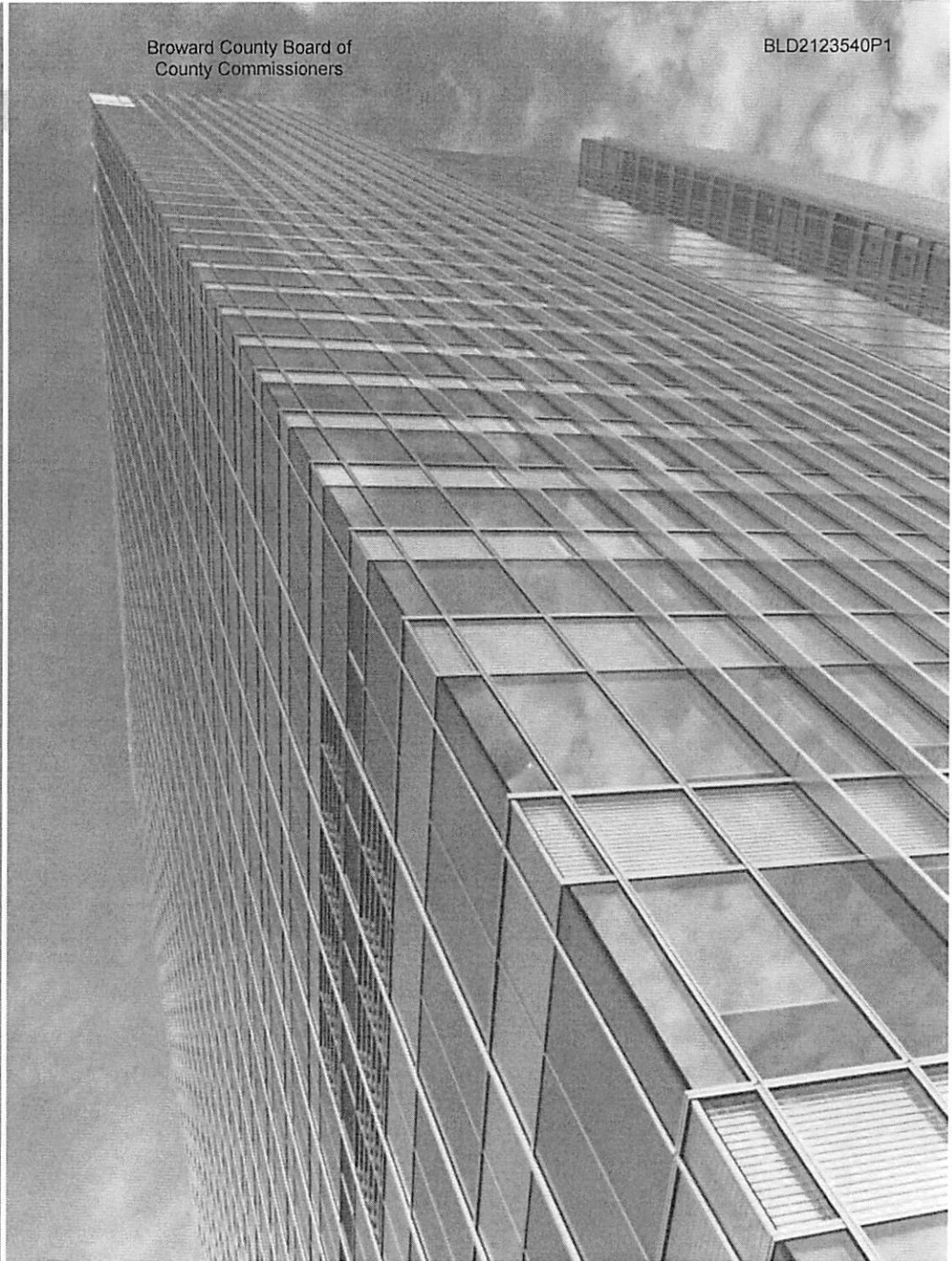
UM_Vendor_Reference_Verification_Form.pdf

SI RAM Delegation_of_Signature_Authority_Form_Joe Summerlin - Broward County.pdf

BT_Southeast_DOA_F19.pdf

CORPORATE Appointed Signature Authority - F21 Q1 - FINAL.pdf

STATE OF FLORIDA Mechanical.pdf



Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Ft. Lauderdale, FL 33301

RE: BLD2123540P1

SIEMENS

SIEMENS Industry, Inc.

Response to Solicitation BLD2123540P1

Prepared by:

Joe Summerlin

Sales Lead

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February 23, 2022

Siemens Industry, Inc.

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1 Overview

1.1 Executive Summary

Siemens Industry, Inc., Building Technologies Division, (Siemens) is pleased to submit our response to RFP BLD2123540P1, to the County of Broward. With over 150 years' experience in providing service to local government entities and over 30 years of providing services to Broward County Facilities, Siemens understands how to be a good partner and anticipate your needs. With Siemens you will find a strategic partner focused on extending the life cycle of your equipment and improving the performance of your facilities. Our customers gain the peace of mind that comes from knowing their facilities are in the right hands, that their investments are supported by high-quality service team and the comfort, efficiency, safety, and security of their environments is ensured. At Siemens, we pride ourselves on understanding how buildings work and how to make them more energy efficient. Our staff goes well beyond the basic needs of servicing your equipment assisting you in optimizing your operation and extending the life of your existing equipment.

We understand the important part your Building Management System (BMS) plays in maintaining the comfort, safety, and health of your staff and the general public. In fact, most of the systems that are going to be maintained as part of this contract are currently being maintained by Siemens. Allowing for a seamless transition to this new contract.

Siemens currently has a proactive service program in place to address the many challenges that Broward County faces:

- That ensure the wide variety of manufactures systems installed from the 1980s through today continue to provide an acceptable level of comfort to occupants
- Deal with system failure urgently to satisfy, County Employees and taxpayers
- Extend the use life of the equipment that is installed
- Utilize the graphic user interface to the system and associated software to proactively find issues before they become occupant complaints
- Operate buildings in an energy efficient manner

At Siemens, we also understand the importance of conserving our limited resources; by reducing the energy consumption of buildings. Siemens employees are trained to proactively search out Facility Improvement Measures (FIMs), many which are low or no cost. Implementation of these FIMs will result in reduced energy consumption and/or enhanced system performance.

Our service department is experienced at servicing many different third party BMS systems and we have national agreements with OEMs to ensure availability of repair parts. Additionally, we have developed "Command Performance" programs for maintaining and migrating third party systems, to current technology and integration to the Siemens Desigo CC user interface. This will allow us to retain a significant portion of your investment if failed components are no longer available.

Our entire field staff has either attended our vigorous factory training on BMS system maintenance and installation or are union trained certified HVAC mechanics.

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Siemens not only knows what it takes to keep your equipment running. We also understand when equipment has reached the end of its useful life. To this end we have developed a talented team of service mechanics and technicians specifically for retrofit projects. Our retrofit team has experience in projects as small as a single controller replacement or as large as retrofitting an entire control system without interrupting the building occupants.

As a Siemens customer, you can be assured that you will have the resources of one of the largest BMS service organizations in South Florida, with a local team focused on ensuring your facilities receive the dedicated attention they require.

Thank you for the opportunity to provide this proposal for BMS service and we look forward to expanding our 33-year partnership with the Broward County. If you require any additional information, please feel free to contact me directly at any time.

Joe Summerlin



Sales Lead

Siemens Industry, Inc

954.914.1179

2 Response to Evaluation Criteria

2.1 Ability of Professional Personnel

Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described.

To properly accommodate the requirements of this contract, we have put in place a dedicated service team, a portion of this team is assigned only to Broward County facilities. The existing contract team will continue to provide services for the new contract period, allowing for a seamless transition. Excellent customer service is a core value at Siemens, our team has all the knowledge and experience to support the new contract requirements. Per the requirements of the contract, prior to making offers to any new candidates required for this contract, we will use CareerSource Broward program.

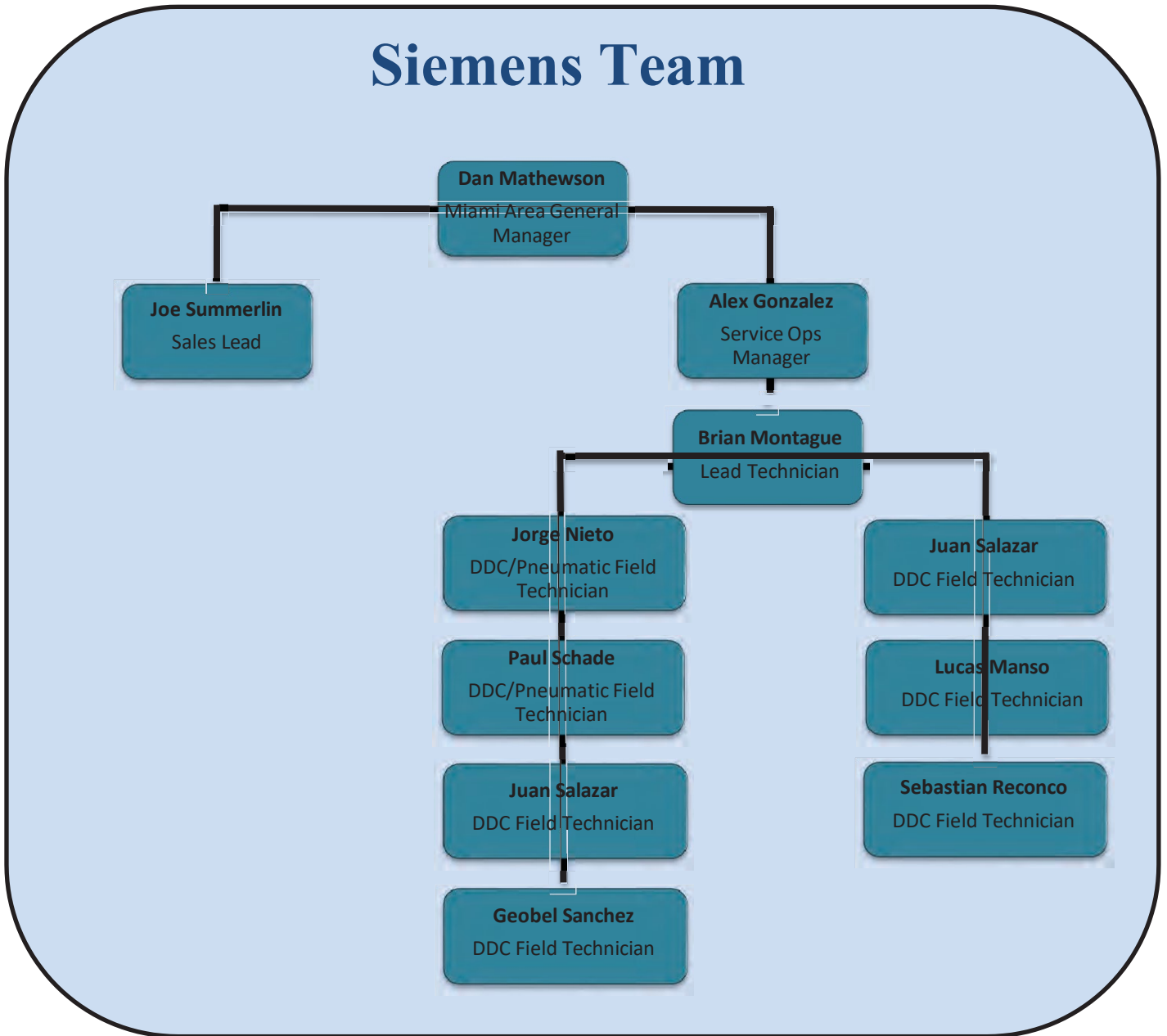
Our dedicated team of "Key Staff" will continue to deliver the majority of the requirements for this contract. Additionally, Siemens will continue to maintain an extended team of personnel familiar with your facilities, ready to provide additional support as needed.

Project Management responsibilities will be led by Alex Gonzalez. Alex's primary responsibilities will continue to be the County's satisfaction and assurance all contractual obligations are met. Alex will also be your primary point of contact throughout the life of the contract.

Brian Montague our Lead Technician for your account, will continue to direct the day-to-day activities of the team to ensure ongoing services and repairs are completed to your expectations.

Joe Summerlin our Sales Lead will continue managing the account strategy, to meet your current and future requirements. Joe started his career with Siemens in 1992, as a Union Controls Apprentice and has held various positions within Siemens, working with Broward County.

The following organization chart represents all the account members that will be assigned to this account.



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Siemens Broward Key Team Members Qualifications

Joe Summerlin

Sales Lead

29 years with Siemens

30 years industry experience

Responsible for managing the account strategy, to meet your current and future requirements

Alex Gonzalez

Service Operations Manager

12 years with Siemens

25 years industry experience

Responsible for the County's satisfaction and assurance all contractual obligations are met. Alex will also be your primary point of contact throughout the life of the contract.

Brian Montague

Lead Technician

5 years with Siemens

24 years industry experience

Responsible for scheduling day-to-day activities of the field team to ensure ongoing services and repairs are completed to your expectations. Additionally, Brian is qualified to and provides field services on the following BMS manufactures - Siemens, Alerton, Reliable, Honeywell, JCI, Carrier, Trane, Delta, Andover, Barber-Colman and York ISN ConneXsys

Lucas Manso

DDC Field Technician

4 years with Siemens

7 years industry experience

Lucas is qualified to work on the following BMS manufactures - Siemens, JCI, Trane

Sebastian Reconco

DDC Field Technician

4 years with Siemens

4 years industry experience

Sebastian is qualified to work on the following BMS manufactures - Siemens, JCI

Geobel Sanchez

DDC Field Technician

7 years with Siemens

10 years industry experience

Geobel is qualified to work on the following BMS manufactures - Siemens, JCI

Juan Salazar

DDC Field Technician

11 years with Siemens

20 years industry experience

Juan is qualified to work on the following BMS manufactures - Siemens, JCI

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George Nieto

DDC/Pneumatic Field Technician

15 years with Siemens

20 years industry experience

George is qualified to work on the following BMS manufactures - Siemens, JCI all pneumatic systems

Paul Schade

DDC/Pneumatic Field Technician

31 years with Siemens

31 years industry experience

George is qualified to work on the following BMS manufactures - Siemens, JCI all pneumatic systems

2.2 Approach to the project

Describe the prime Vendor's approach to the project. Include how the prime Vendor will use sub consultants in the project. Include the qualifications and relevant experience of all sub-consultants to be used in this project.

Siemens will be approaching this agreement with the continued focus of further developing our long term partnership; to this end we are viewing the RFQ requirements to be the minimum services to be provided.

Our Continued Commitment to Broward County:

We will provide the highest level of service to Broward County and ensure our entire team is focused on the following critical concepts:

- Rapid response to emergency calls
- Effective and continuous communication
- Attentiveness to routine preventive services
- A thorough investigation of repair calls, to determine route cause as appropriate
- Assist in long term planning through equipment assessment and proactive upgrades
- Act as an additional pair of eyes when we are in your facilities to report abnormal conditions outside our scope of services
- We will treat your equipment as if it was our own, we will extend its useful life when practical
- We will work with your team to develop planned upgrades prior to equipment obsolescence causing critical issues

Siemens believes in a team approach to the delivery of outstanding customer value Our Service Team consists of Key Team Members and Secondary Members. Key Team members are those that are continuously involved in meeting your needs, meeting contractual requirements and who "own" the account. Secondary members are familiarized with your account, so they are may easily step in, as needed.

Our existing Key and Secondary Team members will remain assigned to this contract to facilitate a seamless transition to this contract. Our process of always a having a Secondary Team allows us to better serve our customers in the event of staffing changes or staffing absences.

During the first 90 days we will:

- Initial kick off workshop with the Facilities Division to review our existing delivery plan and ensure it still meets your needs
- Revise all contract requirements in SAP ERP, our computerized automated service scheduling system
- Provide an updated routine maintenance schedule

You have made a significant investment in your facility and its complex technical systems which are critical to the safety and comfort of your employees. This proposed service solution will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

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When emergencies do occur, Siemens experts are one call away. During normal business hours calls for service managed by our local office Dispatch Team, after hours calls are automatically routed to our call center. For customers with remote connectivity like Broward County, when a call is initially received it is triaged by a full-time Siemens Remote Service Specialist (RSS) in our Digital Service Center (DSC), many service calls will be completed at this point. If the dispatch of a field technician is necessary, we will respond within 2 hours, 24 hours a day, 365 days a year, for emergency calls. For urgent calls, Siemens staff will be on site the next business day if not resolved by our ASC. Our objective is to provide the utmost confidence in the operation of your BMS system while ensuring the comfort, occupant safety and security of your facility. Siemens offers unsurpassed commitment to fast and efficient repair services.

Our preventative service program will help ensure that your BMS systems are performing at optimal levels, to maximize comfort, productivity, and energy efficiency. Our service department is designed for customers that demand 24x7 operations, with maximum uptime. In addition, our preventative services are designed to lengthen the life of your BMS systems and ensure equipment performance translates into energy savings and increased occupant comfort.

As devices fail, prior to its replacement two questions will be asked; is there a Siemens equivalent and does it make sense to use a Siemens device, if both answers are yes; a Siemens device will be used. Otherwise, failed devices will be replaced with like manufactures device, sourced by Siemens. If a Siemens device is used it will be compliant with the RFQ requirements including BACnet communication.

Prior to replacing a component, we will determine if a root cause analysis is beneficial or if the device has failed do to it reaching end of life. In instances we find that a root cause analysis is appropriate it will not only uncover the original deeper issue but more importantly it may help us find a way to be more proactive in the future.

The following services are above and beyond the requirements of the RFQ but Siemens strongly believes these services will significantly improve the value of our offering, so they are being included at no additional cost.

Digital Service Center (DSC)

When our service center receives a call, it is routed to our Digital Service Center, located in Dallas, Texas and staffed with our Remote Service Specialist (RSS) 24/7/365. The call is then assigned to a RSS who will remotely triage the issue. Many calls are resolved remotely without the need to dispatch a field technician. In the event the dispatch of field technician is necessary the RSS will provide critical information to the field technician reducing down-time.

Operator Coaching

Through our customer Operator Coaching service, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will ensure your operators gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying, and resolving problems found in executing daily tasks. During the coaching sessions, we will assist your operators in becoming more self-sufficient improving their skills to better meet the needs of your facilities and their specific job responsibilities. We have included up to 40 hours of operator coaching in our offering to be scheduled with your staff in 4-hour increments.

How will subcontractors be used?


Siemens role in this agreement is that of the prime contractor, responsible for delivering all services described in the RFP, we will be far more than a coordinator of services. Most of all labor required for the contract will be provided by our Key Team. In addition, Siemens is the OEM manufacture of compatible components needed to service and maintain the systems in this contract.

Siemens intends to solicit the services of sub-contractors for specific items, such as the upgrade of proprietary software from JCI and Trane.

2.3 Past Performance

A) Describe prime Vendor’s experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three (3) projects with references. Vendor should provide references for similar work performed to show evidence of qualifications and previous experience.

Below are the references, as requested. We can provide dozens of other customers, but we feel that these three are a fair representation of similar project executed from this local office. We would be happy to provide additional references at your request. With that said we feel the best way to judge how well we will service Broward County Government is by asking those at Broward County we have served.

Photo Project Name	Description of Project Experience on a Similar Project	Contact Information for Performance Verification
 <p>Miami-Dade County Florida</p>	<ul style="list-style-type: none"> • Siemens maintains BMS for 27 Miami-Dade County Facilities • Siemesn Insight server is the County EBMS • 40 plus year service relationship • Service coverage includes DDC and pneumatic systems • Siemens personnel are the full time EBMS operator and take calls directly form building occupants 	<p>Mr. David Garcia (305) 375-4217</p> <p>BMS Superintendent Miami-Dade County</p> <p>dgarcia@miamidade.gov</p>

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	<ul style="list-style-type: none"> • Siemens provides and maintains the BMS for 48 separate buildings • 10 plus year service relationship • Service coverage includes BMS • Fault Detection Diagnostic - FDD 	<p>Mr. Jose Varona (305) 284-6319</p> <p>University of Miami Director of Facilities</p> <p>j.varona@miami.edu</p>
<p>University of Miami</p>	<ul style="list-style-type: none"> • Siemens provides and maintains the BMS for multiple Memorial Hospital Facilities including Joe D • 15 plus year service relationship • Service coverage includes DDC, HVAC, Fire Alarm Systems and FIMs 	<p>Mr. Terry Reardon (954) 265-0581</p> <p>Joe Dimaggio Childrens Hospital Facilities Director</p> <p>TReardon@mhs.net</p>
	<ul style="list-style-type: none"> • Siemens provides and maintains the BMS for six Monroe County Facilities • 20 plus year service relationship • Service coverage includes fire alarm, DDC, and pneumatic systems • Fault Detection Diagnostics - FDD 	<p>Mr. Dan Bensley (305) 292-4468</p> <p>Lower Keys Operations Director Monroe County</p> <p>bensley-dan@monroecounty-fl.gov</p>
	<p>Monroe County Florida</p>	

Additional References available upon request

2.4 Workload of the Firm

For Prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as project(s) that Vendor is awarded a contract but the Notice to Proceed (NTP) has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how the Vendor dealt or will deal with the projects' challenges.

Siemens is a global corporation with tens of thousands of capital and maintenance projects simultaneously occurring throughout the world. Siemens AG annual revenue in 2021 annual revenue surpassed \$70 billion. In the South Florida area, we currently have approximately 800 maintenance contracts and revenue over \$50 million dollars annually.

We have no concern regarding our ability to provide services with our existing team given our current and projected local workload.

Delivering all the elements required by this contract are essential. We plan to use our business systems to ensure success. Since 2008, Siemens has used SAP ERP (Enterprise Resource Planning) software for managing and reporting on all our projects. SAP's ERP allows us to create, track and manage a virtually unlimited number of unique projects, for our customers. Our SAP software manages all aspects of our service delivery on a single platform, including future labor forecasting. This allows Siemens to quickly adjust our available labor force in response to our customers' needs.

In conclusion, as a large global provider of services and solutions, Siemens is more than capable of using resource we have on staff initially and then rapidly scale up a new dedicated team for the requirements of this contract.

Additional workload information can be provided upon request.

2.5 Location

Refer to Location Certification Form and submit as instructed. Points shall be allocated as follows based on the contractor's selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture); and Option 5 (0 points).

Siemens Industry Inc. has had a continual presence in South Florida since the 1960s. Our South Florida office is in, Miramar FL and has been since 1997 and was previously located in Miami-Dade County.

2.6 Pricing

The Building Automation Systems Services Pricing Sheet must be completed and submitted using the Excel form. Pricing sheet must reflect the aggregate of the services as defined in Scope of Services, Exhibit "A", and Exhibit "B" for each location and for each year. Points awarded for price will be based on the aggregate total of all locations for all five (5) years. The total points awarded for price is determined by applying the following formula:

$$(Lowest Proposed Price/Vendor's Price) \times (Maximum Number of Points for Price) = Price Score$$

Please see County provided pricing sheet, submitted via Periscope.

3 Exceptions/Clarifications to Terms and Conditions

Siemens Industry, Inc. has reviewed the Bid / Request for Qualifications Documents including the Sample Contract. We agree with the intents and purposes described in the Contract but take exception to the wording of certain provisions as follows and would like to discuss these items with the County to reach a mutually acceptable Contract.

Within the RFP Document

- Per the RFP Special Instructions To Vendors (Section B Paragraph 1.) there is a 10% goal on Optional Services. Optional Services for this contract will be defined in the future as these services are required by the County and have not been defined at this time. Without a clear scope of work for the Optional Services to be provided, Siemens is unable to solicit Letters of Intent from CBE firms. Siemens would like to reserve the ability to select the proper CBE trades and firms to be added to the contract at the time the County defines the Optional Services to be provided.
- Supplier Response - Form Insurance Requirements, paragraph C reads as follows "...County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County....". Siemens considers our insurance policies to be a Strickly Confidential trade secret and will provide copies as part of a court order. We respectfully request this language be stricken.

Within the proposed Contract

- 4.1 Term
 - The services being provided by this contract are critical to the County's daily operation and reduction in operating costs. Advanced solutions Siemens will propose as part of this contract for the County to contemplate, take multiple years to implement. These solutions will modernize your BMS, increase the effeteness and efficiency of services are provided and reduce long term costs. To take advantage of these solutions' county wide, you need to develop a long-term partnership with a single vendor. It is apparent the County recognizes the importance of this contract and these services by the way this RFP is be procured "Best Value" and not "Lowest Price". If Siemens is unable to deliver on our promises the County always has the option to terminate the contract for cause or convenience.
 - Proposed Languageand shall end ~~three ten (3 10)~~ ten (10) years thereafter...
- 4.2 Extensions
 - Proposed Language ...for up to two (2), additional ~~one five (1 5)~~ two (2) year terms....
- 4.4 Extension Rates and Terms
 - The current economic environment is having a greater inflationary impact on our internal costs beyond the proposed cap of 3%.
 - Proposed Language ...maximum change of ~~three eight percent (38%)~~ three percent (3%). Hourly...
- 6.6 Discriminatory Vendor and Scrutinized Lists; Countries of Concern.
 - Article 6.6 combines into a single paragraph three separate certifications / disclosures subject to three differing Florida statutory requirements. Its second "scrutinized companies" representation directly relates to the Scrutinized Companies List Certification, p.83, in the

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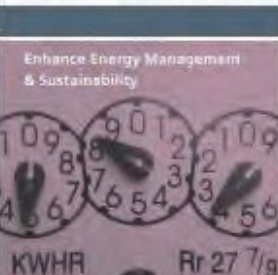
Vendor Questionnaire and Standard Certifications, Solicitation BLD2123540P1. In accordance with its approval of the primary formal Scrutinized Companies List Certification, p.83, Siemens respectfully proposes the following minor redlines to Article 6.6 in order to better clarify its compliance with three separate differing Florida statutes:

- Proposed Language6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, ~~and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes.~~ Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the "scrutinized company" grounds in the Scrutinized Companies List Certification, p.83, in the Vendor Questionnaire and Standard Certifications, Solicitation BLD2123540P1, in compliance with stated in Section 287.135, 215.473 or 215.4725 Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes....
- 8.1 Articles Insurance
 - Last sentence of this paragraph conflicts with the RFP Insurance Requirements p. 99. paragraph F.
 - Proposed Language for 8.1 ... employees, or Subcontractors in connection with this Agreement. ~~County reserves the right at any time to review and adjust the limits and types of coverage required under this article.~~ Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
- 8.3 Articles of Insurance
 - Siemens considers our insurance policies to be a Strickly Confidential trade secret and will only provide copies as part of a court order.
 - Proposed LanguageOn or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, ~~certified copies of all required insurance policies and all required endorsements~~ within thirty (30) days after County's request.
- Exhibit A 2 Planned Services paragraph 2.7.2
 - This paragraph requires an initial response for an Emergency call to be onsite within two hours. With today's technology a significant number of repairs can be resolved remotely, without the need to dispatch an onsite technician. Siemens is proposing to modify this paragraph to allow either an initial response onsite or online within two hours.
 - Proposed Language2.7.2. Emergency, initial response onsite or online within two (2) hours on a 24 hours/day, 365 days/year basis.

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- Exhibit A 2. Planned Services add paragraph 2.15
 - Proposed Language2.15 The County may modify the Planned Services being provided at any time. These modifications may include but are not limited to, elimination of services being provided, modifications to frequencies, addition of new services not currently being provided, such as but not limited to FDD, remote system interrogation and SaaS. The price adjustments required to achieve the modifications contemplated by this section will be agreed upon by the parties and will be comparable to the price for service being provided to other locations utilizing the same or comparable equipment. The Purchasing Director must approve any adjustment in price.
- Exhibit A 5. Optional Services add paragraph 5.1.8
 - Proposed Language5.1.8 Implementation of advanced analytical solutions such as but not limited to, Fault Detection Diagnostics (FDD), Software as a Service (SaaS), remote system analysis and monitoring
- Exhibit I ETS Security Requirements
 - During the implementation of County contract R1243101P1 a Master set of terms for this Exhibit was agreed to by the County and Siemens. Siemens requests Exhibit I be replaced with the terms previously agreed to by both parties.

4 Siemens Capabilities

	 <p>Building Automation Ensures automation systems and controls are performing at optimal levels, maintaining occupant comfort, and maximizing productivity and energy efficiency.</p>	 <p>Mechanical Extends the life of mechanical equipment and maintains optimal performance for increased energy savings and occupant comfort.</p>	 <p>Electrical Ensures the reliability, uptime, performance, safety, and lifecycle management of the electrical systems infrastructure.</p>	 <p>Fire Safety Ensures critical systems are operating properly and are in compliance with local and national codes and industry-specific requirements.</p>	 <p>Security Ensures systems are fully functional and optimized to provide protection of people, assets, and property with minimal business interruption.</p>
 <p>Manage System Operation & Compliance</p>	<ul style="list-style-type: none"> • Compliance Audits • Preventive Maintenance Services <ul style="list-style-type: none"> - Data Driven Services <ul style="list-style-type: none"> - Proactive - Software - Controllers - Network - Third Party Services • Data Backup & Restore Services • Sensor Verification • Calibration Services • Responsive Services • Repair & Replacement Services • System Performance Monitoring 	<ul style="list-style-type: none"> • Preventive Maintenance Services <ul style="list-style-type: none"> - Boilers - Chillers - Air Handlers - Cooling Towers - Fans - Package Units - VFDs - VAV Boxes - Computer Room Units - Motors & Pumps - Filtration 	<ul style="list-style-type: none"> • Preventive Maintenance Services <ul style="list-style-type: none"> - Low Voltage Distribution - Medium Voltage Distribution - Power Monitoring Systems • Performance Reporting • Responsive Services • Repair & Replacement Services 	<ul style="list-style-type: none"> • Fire Safety Assessment • Test & Inspection <ul style="list-style-type: none"> - Exit/Emergency Lights - Extinguishing / Chemical - Fire Doors - Kitchen Hood Suppression - Fire Alarm System - Fire Smoke Dampers - Portable Fire Extinguishers - Sprinklers - Third Party Services • UL / ULC Listed Monitoring Service • Responsive Services • Repair & Replacement Services 	<ul style="list-style-type: none"> • Security Compliance & Policy Planning • Security Assessment • Test & Inspection • Preventive Maintenance <ul style="list-style-type: none"> - Software - Controllers - Network - End Devices Including Cameras and Readers • Data Backup & Restore Services • Performance Reporting • System Documentation Management & Update • Corrective Services <ul style="list-style-type: none"> - Emergency Response Services - Repair & Replacement Services
 <p>Optimize Performance & Productivity</p>	<ul style="list-style-type: none"> • Analytic Services <ul style="list-style-type: none"> - CloudOps Automation • System Optimization Services <ul style="list-style-type: none"> - Control Loop Tuning • Integration Services • Education Services • Operator Coaching • On-site System Operator / Staffing Support Services • Remote Management Services • System Performance & Event Management 	<ul style="list-style-type: none"> • Analytic Services <ul style="list-style-type: none"> - CloudOps Mechanical • Eddy Current Testing • Thermographic Studies • Vibration Analysis • System Optimization Services <ul style="list-style-type: none"> - Non Chemical Water Treatment • Education Services • Operator Coaching • On-site System Operator / Staffing Support Services 	<ul style="list-style-type: none"> • Arc Flash Hazard Analysis • Low & Medium Voltage Cable Testing • Power Quality Analysis • Thermographic Studies • System Optimization Services • Education Services • Operator Coaching • On-site System Operator / Staffing Support Services 	<ul style="list-style-type: none"> • System Optimization Services • Integration Services • Education Services • Operator Coaching • Alarm Management Services • On-site System Operator / Staffing Support Services 	<ul style="list-style-type: none"> • Physical Security Assessment • System Optimization Services • Integration Services • Education Services • Operator Coaching • Access Control Management • Alarm Management Services • Hosting Services • On-site System Operator / Staffing Support Services • Video Monitoring & Management
 <p>Protect Lifecycle Investment</p>	<ul style="list-style-type: none"> • Lifecycle Planning • Firmware Updates • Software Updates • Server and Client Workstation Upgrades • Technology Migration • System Retrofit & Extension Services 	<ul style="list-style-type: none"> • Comprehensive Maintenance Services <ul style="list-style-type: none"> - Lifecycle Planning - Preventive Maintenance - Predictive Maintenance • Emergency Response Services <ul style="list-style-type: none"> - Repair & Replacement Services • Limited Access Equipment Installation for Confined Space • System Retrofit & Extension Services 	<ul style="list-style-type: none"> • Arc Flash Mitigation Solutions • MV and LV Circuit Breaker Refurbishment • Protective Relay Upgrades • Power System Studies & Engineering • Startup & Commissioning <ul style="list-style-type: none"> - Breaker Retrofit - Electrical Equipment - Warranty Services 	<ul style="list-style-type: none"> • Lifecycle Planning • Software Upgrades • Disposal of Fire Detectors • Technology Migration 	<ul style="list-style-type: none"> • Lifecycle Planning • Firmware Updates • Software Upgrades • Technology Migration
<p>Sustainability and Planning Energy Conservation Energy Production and Storage Energy Procurement</p>					
 <p>Enhance Energy Management & Sustainability</p>	<ul style="list-style-type: none"> • Strategic Energy Planning • Sustainability Strategy and Planning • Emissions Management • Renewable Energy Strategies 	<ul style="list-style-type: none"> • Energy Audits • Analytic Services <ul style="list-style-type: none"> - CloudFIMs - Analytics for Labs • Commissioning Advantage • Monitoring Based Commissioning • Green Migrations • Facility Improvement Measures (FIMs) • Demand Flow Optimization Services • Performance Assurance 	<ul style="list-style-type: none"> • Central Utility Plants <ul style="list-style-type: none"> - Solar - Microgrids - Battery Storage - Combined Heat and Power (CHP) / Cogeneration (Cogen) - Chillers/Boilers 	<ul style="list-style-type: none"> • Asset Planning and Optimization <ul style="list-style-type: none"> - Supply Concepts & Studies - Evaluations of On-Site Generation - Existing Asset Optimization - Demand Response Evaluation 	<ul style="list-style-type: none"> • Intelligent Energy Sourcing • Risk Management • Budgeting & Forecasting • Intelligent Load Service • Tariff & Contract Negotiations • Clean Power Purchasing

Siemens Industry, Inc.

Siemens Industry, Inc.

5 County Forms

Submitted electronically via Periscope.

6 Licenses and Business Tax

Submitted electronically via Periscope.

EXHIBIT B
BUILDING AUTOMATION SYSTEMS SERVICES
PRICE SHEET

Property	U/M	Year 1	Year 2	Year 3	3-Year Total
(1000-0000) County Wide	Yr.	\$90,407.50	\$93,119.73	\$95,913.32	\$279,440.55
(1001-0001) Government Center East	Yr.	\$101,565.10	\$104,612.05	\$107,750.41	\$313,927.56
(1002-0001) Government Center West	Yr.	\$28,947.86	\$29,816.30	\$30,710.79	\$89,474.95
(1013-0001) Broward Logistics Center (64th St. Warehouse)	Yr.	\$23,764.72	\$24,477.67	\$25,212.00	\$73,454.39
(1017-0001) North Mass Transit Bldg. 1	Yr.	\$8,261.44	\$8,509.28	\$8,764.56	\$25,535.28
(1017-0004) North Mass Transit Bldg. 4	Yr.	\$7,205.40	\$7,421.56	\$7,644.21	\$22,271.17
(1022-0001) Extension Education Building	Yr.	\$5,553.88	\$5,720.50	\$5,892.12	\$17,166.50
(1023-0001) Riverland Library	Yr.	\$1,884.81	\$1,941.35	\$1,999.59	\$5,825.75
(1029-0001) South Regional Health Center	Yr.	\$20,046.72	\$20,648.13	\$21,267.57	\$61,962.42
(1031-0001) West Regional Courthouse	Yr.	\$22,756.01	\$23,438.69	\$24,141.85	\$70,336.55
(1031-0003) Emergency Operations Center	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1031-0004) West Regional Library	Yr.	\$10,967.92	\$11,296.96	\$11,635.87	\$33,900.75
(1033-0001) Carver Ranches Library	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1034-0001) Imperial Point Library	Yr.	\$2,786.94	\$2,870.55	\$2,956.66	\$8,614.15
(1035-0001) Lauderdale Lakes Library	Yr.	\$8,261.44	\$8,509.28	\$8,764.56	\$25,535.28
(1036-0001) Stirling Road Library	Yr.	\$9,163.51	\$9,438.41	\$9,721.56	\$28,323.48
(1039-0001) Edgar P. Mills Center	Yr.	\$28,559.75	\$29,416.55	\$30,299.04	\$88,275.34
(1041-0001) South Regional Courthouse	Yr.	\$23,535.02	\$24,241.07	\$24,968.30	\$72,744.39
(1047-0001) African American Library	Yr.	\$9,163.51	\$9,438.41	\$9,721.56	\$28,323.48
(1049-0001) South Mass Transit	Yr.	\$42,380.00	\$43,651.40	\$44,960.94	\$130,992.34
(1051-0001) BCJC West Tower	Yr.	\$304,122.66	\$313,246.34	\$322,643.73	\$940,012.73
(1051-0002) BCJC North Building	Yr.	\$85,028.91	\$87,579.78	\$90,207.18	\$262,815.87
(1051-0003) BCJC East Building	Yr.	\$58,967.13	\$60,736.15	\$62,558.23	\$182,261.51
(1051-0007) South Parking Garage	Yr.	\$7,359.23	\$7,580.01	\$7,807.41	\$22,746.65
(1051-0005) Midrise Building	Yr.	\$15,415.56	\$15,878.02	\$16,354.37	\$47,647.95
(1055-0001) Miramar Library	Yr.	\$13,674.28	\$14,084.51	\$14,507.04	\$42,265.83
(1056-0001) Public Safety Complex - Cochran Building	Yr.	\$40,888.85	\$42,115.51	\$43,378.98	\$126,383.34
(1056-0003) Public Safety Complex - District 5	Yr.	\$6,457.15	\$6,650.87	\$6,850.39	\$19,958.41
(1059-0001) North Lauderdale Library	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1061-0001) North Regional Courthouse	Yr.	\$24,042.46	\$24,763.73	\$25,506.64	\$74,312.83
(1063-0001) Tamarac Library	Yr.	\$8,261.44	\$8,509.28	\$8,764.56	\$25,535.28
(1064-0001) Fire Station 17	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1069-0001) Tyrone Bryant Library	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1073-0001) Hollywood Library	Yr.	\$9,163.51	\$9,438.41	\$9,721.56	\$28,323.48
(1074-0001) Weston Library	Yr.	\$13,674.28	\$14,084.51	\$14,507.04	\$42,265.83
(1075-0001) Dania Beach Library	Yr.	\$6,457.15	\$6,650.87	\$6,850.39	\$19,958.41
(1079-0001) Medical Examiner	Yr.	\$10,967.92	\$11,296.96	\$11,635.87	\$33,900.75
(1087-0001) Northwest Regional Library	Yr.	\$18,185.04	\$18,730.59	\$19,292.51	\$56,208.14
(1088-0001) Traffic Engineering	Yr.	\$9,163.51	\$9,438.41	\$9,721.56	\$28,323.48
(1096-0001) Northwest Library	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1097-0001) Fleet Service 3	Yr.	\$7,771.21	\$8,004.35	\$8,244.48	\$24,020.04
(1099-0001) Florida Department of Health	Yr.	\$10,967.92	\$11,296.96	\$11,635.87	\$33,900.75
(1101-0001) Northwest Family Success Center	Yr.	\$2,554.96	\$2,631.61	\$2,710.56	\$7,897.13
(1102-0001) Fire Station 32	Yr.	\$4,652.88	\$4,792.46	\$4,936.24	\$14,381.58
(1105-0001) Fleet Service 2	Yr.	\$7,771.21	\$8,004.35	\$8,244.48	\$24,020.04
(1107-0001) Collier City Library	Yr.	\$3,009.25	\$3,099.53	\$3,192.51	\$9,301.29
(1119-0001) Broward Addiction and Recovery Center - Central	Yr.	\$69,613.12	\$71,701.51	\$73,852.56	\$215,167.19
(1801-0001) CB Smith Park - Administration	Yr.	\$2,103.90	\$2,167.01	\$2,232.03	\$6,502.94
(1811-0001) Samuel Delevoe Park - Community Center	Yr.	\$2,335.87	\$2,405.95	\$2,478.13	\$7,219.95
(1822-0001) Franklin Park - Community Center	Yr.	\$1,884.81	\$1,941.35	\$1,999.59	\$5,825.75
(1833-0001) Roosevelt Garden Park - Community Center	Yr.	\$2,335.87	\$2,405.95	\$2,478.13	\$7,219.95
(1840-0004) Markham Park - Range Building	Yr.	\$3,238.01	\$3,335.15	\$3,435.20	\$10,008.36
(1842-0002) Central Regional Park - Field House	Yr.	\$5,554.95	\$5,721.60	\$5,893.25	\$17,169.80
GRAND TOTAL		\$1,228,751.85	\$1,265,614.38	\$1,303,582.84	\$3,797,949.07

INSTRUCTIONS:

Base pricing on the criteria given below:

Price Sheet should reflect the aggregate of the services as defined in Exhibit "A"- Scope of Services, and Exhibit "A-1" for each location and for each year.

This Excel price spreadsheet must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit pricing for all locations and for each year may deem vendor non-responsive. Pricing must be provided for each location for all three (3) years.

Score for pricing will be based on the Proposer's initial three-(3) year total term contract amount entered as the 3-Yr. Grand Total amount on the Price Sheet. Failure to submit the Price Sheet with Proposer's submittal will deem the Proposer non-responsive.

Errors in mathematical calculations (totals) may be corrected by the Purchasing Division.

Year = 12 Month Period

NAME OF FIRM _____	SIGNATURE _____
DATE _____	



City of Miramar Business Tax Receipt

Business ID
97000002

Issue Date: 10/01/2021
Expiration Date: 09/30/2022

(954) 602-3040 or (954) 602-3061 Phone
(954) 602-3470 or (954) 602-4498 Fax
businessstax@miramarfl.gov

SIEMENS INDUSTRY, INC
C/O DUCHARME, MCMILLEN & ASSOCIATES
BL COMPLIANCE SERVICES
PO BOX80600
INDIANAPOLIS, IN 46280

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

BUSINESS TAX RECEIPT

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florida Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at U1e home. No commercial vehicles parked overnight on the premises.

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

CONTRACTOR	CONTRACTOR	13347
STORAGE WA	STORAGE WA	13352
HAZMAT AN	HAZMAT AN	17937
BUS/RET/WH	PER SQ FT	20108
FIXED FIRE	FIXED FIRE	20109
GENERATOR	GENERAT AC	24118

Business Location:

3021 COMMERCE PARKWAY
MIRAMAR FL 33025



BEAUTY AND PROGRESS
EST 1955

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

BidSync



Collective Bargaining Agreement

between the
United Association
Local Union No. 725 of Miami, Florida
and

Air Conditioning, Refrigeration, Heating and Piping Association, Inc., dba the
Mechanical Contractors Association of South Florida

JULY 19, 2019 - JULY 15, 2022



Coming together is a beginning;
keeping together is progress;
working together is success.
— *Henry Ford*

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United Association Local Union 725

Business Manager, Kenneth E. Scott, Jr.; kscott@ua725.org
Business Agent, Thomas Flavell; tflavell@ua725.org
13185 NW 45th Avenue, Miami FL 33054
phone: 305.681.8596, 954.523.2424, 800.325.6194 • fax: 305.688.1139
web: www.ua725.org • info@ua725.org

Mechanical Contractors Association of South Florida

Executive Vice President, Julie Dietrich; j.dietrich@mcafsf.org
160 W Camino Real #132, Boca Raton, FL 33432
phone: 305.290.3970 • fax: 305.356.5555
web: www.mcafsf.org • info@mcafsf.org

Collective Bargaining Agreement

between the

Air Conditioning, Refrigeration, Heating and Piping Association, Inc.

and

United Association Local Union No. 725 of Miami, Florida

It is mutually understood that the interests of the public, the Employer and his or her Bargaining Unit Employees (hereinafter referred to as "Employees") and the Union can best be served and progress maintained and furthered in the Air Conditioning, Refrigeration, Heating and Piping Industry only if there is a sound, reasonable and harmonious working arrangement between the Employer and Employee. This Agreement, therefore, is made and entered into by and between the Air Conditioning, Refrigeration, Heating and Piping, Inc. (ACRHP) (hereinafter referred to as "Association" or "MCASF") acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers") who have authorized the Association to bargain on their behalf with full and unequivocal authority to bind them in collective bargaining on a multi-employer basis, and United Association Local Union #725, Miami, Florida of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union"). MCASF represents the multi-employer bargaining group members in negotiations with Local Union 725 on new collective bargaining agreements, and also represents the Employers in any other matters that may arise throughout the term of this Agreement, including, but not limited to, administration of this Agreement and grievance issues.

WITNESS: The purpose of this Agreement, which is entered into by and between the parties specified above by mutual consent, is: To establish and set forth in this Agreement rules and regulations to govern employment, wages and working conditions of the classifications established herein. To secure skilled journeymen so that the Employer may have sufficient capable Employees with as much continuous employment as possible, thereby preventing waste or delay caused by strikes, lockouts and other labor-management disputes. To encourage closer cooperation and better understanding between the Union, Employers and Employees.

WHEREAS, the Employer is a licensed contractor engaged in activities within the Scope of Work defined by this Agreement;

WHEREAS, the Employer has employed, now employs and will employ Employees represented by the Union for the performance of such work;

WHEREAS, the parties desire to provide for the training of Employees represented by the Union in the pipefitting, service and maintenance field and to establish a stable and harmonious labor relations environment, in order to ensure that work covered by this Agreement will be performed without unnecessary interruption for the benefit of the individual Employers and the public.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises and covenants set forth in this Agreement, agree as follows.

ARTICLE I: GENERAL DEFINITIONS

1.01 Duration: This Agreement is effective July 19, 2019 through July 15, 2022.

1.02 Association: The Union and Employees hereby recognize the Association as the sole and exclusive bargaining representative for all Employers. Each Employer who executes this Agreement acknowledges that the Association is their duly authorized and recognized collective bargaining representative and that the Association represents the Employer for the purpose of collective bargaining until specifically revoked in writing 60 days prior to the expiration of this Agreement.

1.03 Union: The Association and the Employers hereby recognize the Union as the sole and exclusive bargaining representative for Employees performing work covered by this Agreement.

1.04 Employee: The term "Employee" as used herein is defined as a person performing Bargaining Unit work, which is work within the Scope of Work defined by this Agreement. This Agreement shall

govern all employment of Journeymen, Apprentices, Pre-apprentices and other Employees referred by the Union to Employers during the term of this Agreement, except as hereinafter specifically provided.

1.05 Employer: The term "Employer" as used herein is defined as a licensed contractor, individual or form of organization engaged in activities within the Scope of Work defined by this Agreement whereas the Employer has employed, now employs and will employ Employees directly, or supervises and directs the work of Employees provided through a subcontracting arrangement on work the contractor or organization has procured. Any such subcontracting arrangement shall be only with another licensed Employer engaged in activities within the Scope of Work, procuring and performing such work on its own account. The term Employer also includes a licensed contractor, individual or form of organization that has signed a national agreement with the United Association, or independent agreement with the Union. The failure of an Employer to comply with the requirements defined herein shall not release the Employer from the terms of this Agreement but shall constitute a violation of this Agreement.

I.05 Employer, continued

A. Prerequisite for Employers. The Union shall not permit its members to work for Employers who are not signers of this Agreement, or a national agreement through the United Association, and licensed and actively engaged in procuring and performing business within the Scope of Work as defined in this Agreement.

B. Employer obligations. Each Employer who adopts or hires Employees under the terms of this Agreement, whether or not it signs this Agreement, thereby consents to be bound by all terms of this Agreement.

C. Business entities. If any Employer controls or operates any other business within the Scope of Work and territorial jurisdiction of the Union, that business entity shall either have a signed Agreement with the Union or this Agreement shall be interpreted as including such business entity under the term Employer.

D. Payroll Service and Temporary Help Entities. An Employer may contract with a payroll service company to facilitate the payment of wages and fringe benefit contributions due for Employees that the Employer hires to perform work the Employer procures. The Employer shall be deemed for purposes of this Agreement and the Employee Benefit Trusts to be the employer of such Employees, including for enforcement of unpaid fringe benefit contributions, late payment service fees, liquidated damages, interest, costs, audit charges and attorneys' fees. The Employer's liability for such Employees includes any withdrawal liability for unfunded vested benefits due to the MCASF Local 725 Pension Fund. An Employer shall not use a temporary help firm or other entity to act as an Employer if that entity is not engaged in the procurement and performance of, and is not independently authorized to perform, business within the Scope of Work as defined in this Agreement.

I.06 Subcontracted work. Employers shall not subcontract work that falls within the scope of this Agreement to a non-signatory employer.

A. The purchase of factory pre-assembled machinery products (such as pump skids, air handlers, etc.) is exempted from this provision; however, the on-site handling, and installation of these products is not exempted.

B. If any Employer violates the provisions of this Article, it shall be liable in damages to the Association and the Union, its members and the Employees it represents for any economic benefits, including but not limited to wages and fringe benefits lost to said individuals by virtue of such violation. For the purpose of attempting to establish damages and proving a violation of this Article, the Union shall have the right to inspect all records of the Employer, including invoices, contracts, payroll records and all other pertinent documents for this purpose.

C. The Employer, in addition to the above, shall be liable to the Union for all costs incurred by the Union in prosecuting a violation of this Article, including but not limited to reasonable attorneys' fees incurred, legal costs and auditors' fees.

D. On jobs, required to comply with state, local, and/or federal laws pertaining to subcontracting to a minority business enterprise an Employer may subcontract to a minority business enterprise, if that Employer has executed this Agreement with the Union for the entire length of that job. Contracts for the length of a particular job will be available only in this instance. Both parties agree that this is in no way a violation of Section 2.09 of this Agreement.

I.07 Scope of Work / Bargaining Unit Work: This Agreement shall apply to and cover all Bargaining Unit Work performed by the Employer and all of its subdivisions and branches performing Bargaining Unit Work within the territorial scope of this Agreement. Specifically, Bargaining Unit Work includes, but is not limited to, the installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment and or related piping systems, and the handling of all piping, appurtenances and equipment pertaining to all new construction and

renovation, and residential and service work (as described in the National Service and Maintenance Agreement). Construction projects, including industrial projects such as electrical power generating plants, shall also be deemed to come within the jurisdiction of the Union. Bargaining Unit Work shall also include all items listed in Exhibit A, "Jurisdiction".

I.08 Union Agents: The Association recognizes solely the Union's Business Manager and Business Agent(s) as being authorized to act for or on behalf of the Union in any matter whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other person except those herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officers or agents of the Union and shall not constitute any authorized acts for or on behalf of the Union, nor will the Employer nor the Union recognize these persons as the Union's officers or agents for that purpose.

ARTICLE II: TERMS OF THIS AGREEMENT

2.01 Non-discrimination. The Employer and the Union agree there shall be no discrimination against any Employee because of race, color, religion, sex, national origin, disability or for other reasons prohibited by applicable Federal or state law in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they would so apply. Referrals shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union Membership, policy or requirement.

2.02 Essential Provisions. It is understood and agreed by the parties to this Agreement that no provision contained in their Constitution, Bylaws, working rules or regulations will prevent compliance with the terms of this Agreement or shall be considered a part of this Agreement, nor used in interpretation thereof.

A. The parties agree that this Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment during the term of this Agreement.

B. Neither the Association nor the Union shall be required to bargain about any other matters during the term of this Agreement, however, the parties may enter into mutually agreed upon memorandums of understanding, which shall be adopted into the subsequent agreement, following the expiration of this Agreement.

C. No new working rules, regulations or stipulations shall be adopted by either party that may conflict with this Agreement during the time of its effectiveness unless mutually agreed to or legally required. The Parties expressly agree that this includes modifications to the wage and benefit schedule, excluding the Union's right to reallocate from wages to benefits, as defined in Section 4.05A. The Parties agree that mutual agreement shall mean written consent by both of the legal representatives of the Parties; the Business Manager on behalf of the Union, and Executive Vice President on behalf of the Association.

D. Nothing herein shall be construed as limiting Employee Benefit Trust Funds, as such term is defined in Article XI, nor their respective boards of trustees, in the performance of their duties under the agreements and declarations of trust, and plan documents for each and/or all of the Employee Benefit Trust Funds.

E. The parties agree that the breach of any provision of this Agreement constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of any provision of this Agreement, either party may, at its option, seek enforcement that

it deems appropriate by judicial determination or by other judicial relief, or it may submit the violation in accordance with the Grievance and Arbitration Procedure outlined in Article X.

F. Special Opening: Any part of this Agreement may be opened during the term of this Agreement only upon joint consent in writing, and the consent shall specify the limited subject matter to be negotiated in the opening. The Union shall notify Employees of any agreed upon modifications and the Association shall notify all Employers of any agreed upon modifications.

2.03 Legal Compliance. It is the intent of this Agreement to comply with all Federal and State laws. Nothing in this Agreement shall be construed as being in contravention of the Constitution of the State of Florida, as amended, the laws of the State of Florida, or any law, rule, or executive order of the United States.

2.04 Savings and Severability Clause. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any law, such term or provision shall become invalid and unenforceable. In the event that this should occur, the Union and Association shall meet and bargain in good faith over the affected term or provision. Either party to this Agreement shall have the right to address any such issue in question by giving the other party thirty (30) days written notice. Such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

2.05 Renewal of Agreement. This Agreement shall remain in effect through and including **July 15, 2022** and, will renew, for successive one year periods thereafter, unless and until such time as a successor collective bargaining agreement is negotiated. If, at the end of this Agreement, either party desires to open the Agreement, it shall notify the other party in writing at least sixty (60) days before the end of this Agreement, or before the end of any one (1) year renewal period.

2.06 Labor Management Committee. Two (2) people from the Union and two (2) people from the Association will meet periodically to discuss contract language, cleaning up of unresolved language changes and to put the Agreement in proposal order. This Labor Management Committee will meet periodically throughout the life of the Agreement to address changes necessary to retain or gain industry share.

2.07 Union Mergers. If at anytime during the term of this Joint Agreement, U.A. Local Union #725 should merge with any other Union, the Association may, at its option, terminate this Agreement.

2.08 Favored Employer and Favored Nations

A. Favored Employer. In the event the Union hereafter enters into any agreement with any Employer engaged in Bargaining Unit Work, then the Union shall immediately provide the Association a copy of the agreement. The Association shall have the option to adopt the terms of that agreement, or parts thereof, entered into by the Union and such other Employers covering only that particular type of work. This Agreement shall thereupon be deemed amended accordingly.

Provided, however, the Union may, under its Metal Trades Charter, negotiate and execute agreements with Employers performing work that is primarily non-jobsite that may contain clauses different than this Agreement. In the event this occurs, an Employer signatory to this Agreement shall not be entitled to incorporate the provisions of such other agreement into this Agreement, but he shall have the right to sign the Metal Trades Charter Agreement in addition to this Agreement.

B. Favored Nations. In the event the Union negotiates a more favorable economic package with any other association or individual employer, the Employers signatory to this Agreement shall be entitled to adopt that more favorable economic package by reducing the basic hourly wage by the difference in cost for each classification contained in the Wage & Benefit Schedule in Exhibit D of this Agreement. For purposes of this section only, the economic package shall be defined as the total hourly costs (wages & benefits) as provided in the Wage and Benefit Schedule of this Agreement, including Local Union 725 dues and MCASF dues.

2.09 Project Agreements. Notwithstanding Section 2.08 of this Agreement, should the Union negotiate a Project Agreement (i.e. an agreement limited to a single project), the terms and conditions of that Project Agreement shall be available to all Employers that are bidding that project. The Union shall immediately provide the Association a copy of each Project Agreement.

2.10 UA National Agreements. A signer of this Agreement, whose place of business is located within the territorial jurisdiction of the Union, shall have the same bidding privileges against an Employer signatory to any UA national agreement.

2.11 UA Standard for Excellence Policy. The Union and the Association agree, on behalf of their respective members bound hereto, to abide by the UA Standard for Excellence policy, included as Exhibit B.

ARTICLE III: JURISDICTION & UNION SECURITY

3.01 Jurisdiction. The geographical jurisdiction covered by this Agreement shall be Miami-Dade, Broward and Monroe counties, Florida, and other areas so designated by the United Association, including joint jurisdiction in Collier, Lee, Charlotte and Sarasota counties for unlimited HVACR service and new installation up to 100 tons, as memorialized in the UA Agreement for Jurisdictional Reorganization for Southwest Florida.

A. If, during the life of this Agreement, changes are made in the jurisdiction of Local 725, this Agreement will apply to all projects within the new jurisdiction so designated by the United Association.

B. An Employer, when performing Bargaining Unit Work outside of the jurisdiction, shall pay its Employees the applicable taxable wage rates contained in the Wage and Benefits Schedule in Exhibit D of this Agreement, or the applicable taxable wage rates of the United Association Local Union in the area the Employer is working, if that rate is higher. All other terms and conditions of this Agreement, including but not limited to payment of fringe benefits, shall be adhered to by the Employer when performing work covered under this Agreement outside of the jurisdiction.

C. In addition to the above, the Union and the Association agree on behalf of their respective members and Employers bound hereto, to abide by the Freedom of Movement Agreement adopted by the Florida Pipe Trades Council, included as Exhibit C.

3.02 Jurisdictional preservation. In no case shall the Union enter into any agreement with any member of the Building Trades Council or any other Local Union within the Union's jurisdiction that gives up trade or craft jurisdiction as set forth in this Agreement.

3.03 Trade or craft disputes. It is understood that a trade or craft dispute in a United Association Local Union or between two or more United Association Local Unions shall be adjudicated and decided in accordance with the procedure established in Section IV of the Constitution of the United Association.

3.04 Jurisdictional disputes. There shall be no work stoppage because of jurisdictional dispute.

3.05 Jobsite access. Authorized Union representatives shall have access to jobsites where Employees are working, provided that they comply with customer and jobsite rules and they do not interfere with the Employees or cause them to neglect their work.

ARTICLE IV: ECONOMIC PACKAGE

4.01 Changes in work classification. Employees working at their current classification shall remain at their present wage scale and will not take a reduction in pay, and shall receive all increases at the applicable rate. Whenever an Employee changes Employers, the new wage scale shall then become effective. Whenever a change in classification, fringe benefit contribution rates and requirements, or wages occurs, (R-2 to R-1 Journeyman or A-1 to A-2 Apprentice, etc.) it shall be made effective commencing with the next payroll period or fringe reporting period.

4.02 Journeymen. There shall be five (5) Journeyman wage classifications, R-1, R-2, R-3, R-4 and R-5, as covered in the Wage and Benefits Schedule, Exhibit D:

R-1

R-2: 80% of R-1

R-3: 65% of R-1

R-4: 55% of R-1

R-5: \$2.00 per hour above R-1 Rate

4.03 Journeymen continuing education. In order to provide for the betterment of the unionized sector of the industry by continuing the education of Employees in the midst of ever-changing technology, the parties hereby agree that all Journeymen shall be required to attain at least seven (7) hours of continuing education units (CEUs) during the twelve month period ending June 30th of each year. (CEU Year) (CEU Requirement).

A: Accredited training

i. Only skills-based classes approved by the JATC shall count toward meeting the CEU Requirement.

ii. All training offered by the training center promoted as “meets the CEU Requirement” shall qualify.

iii. In addition, Employees may appeal to the JATC Board of Trustees for approval of seminars and courses that were sponsored and/or offered by an Employer, equipment manufacturer, governmental agency, or labor organization. Requests for approval must be made using the form provided on the training center website, and must be submitted within one month of the date the training was held. JATC approval or disapproval will be final.

iv. By August 1st each year, the Training Coordinator shall post on the training center website a schedule and description of CEU classes that will be held before June 30th the following year. At minimum, 50% of the Journeymen continuing education classes will be held on a weeknight.

v. It is the Employees’ responsibility to register for continuing education classes.

vi. To ensure that continuing education supports the Employers’ efforts to win and/or retain business, Employers may select the continuing education classes that their Employees are required to attend provided that the selection is made and the Employee is notified in writing on or before September 1st of each year. If the Employee is not provided with written notification of his Employer’s selection by September 1st, the Employee may then select accredited training to meet the CEU Requirement during that CEU Year.

vii. Employees may not repeat a class taken in the prior CEU Year without approval of their supervisor or Employer, excluding classes that must be taken annually to meet Journeymen licensure requirements

B: Recordkeeping. The Training Coordinator shall maintain a record of all CEUs completed by each Employee. On the last weekday of each month, the Training Coordinator shall post on the training center website a report of all Employees and the number of continuing education hours obtained by each, and the remaining number of hours of training required to meet the CEU Requirement during the CEU Year.

ii. The Union, in the member database it shares with the training center, shall maintain their records to indicate the CEUs earned by each Employee. When an Employee is on the out of work list, the list shall indicate whether or not the Employee met the CEU Requirement in the prior CEU Year, and the number of CEUs earned since the close of the prior CEU.

iii. Upon request, the Training Center shall provide Employers with a report of the actual classes their current Employees have attended, or an Employee on the out of work list has attended. Under no circumstances shall an Employer be provided with a report of training earned by an Employee who is currently employed by another Employer.

C: Satisfaction of requirement. Should a Journeyman fail meet the CEU Requirement prior to June 30th of each year, that Journeyman shall not receive any scheduled wage increase provided for under this Agreement. Under no circumstances will an Employee who has not met the CEU Requirement receive a scheduled wage increase either by his current Employer, or any signatory Employer, until the requirement has been satisfied and the next regularly scheduled monthly record of CEUs completed by each Employee has been posted on the training center website.

4.04 Employment After Normal Retirement at Age 65.

An Employee who is age sixty-five (65) years or older who elects to continue to work as an Employee and receive a normal retirement benefit shall have all Employee Fringe Benefit contributions under Article XI and all other contributions and payments required by this Agreement paid on their behalf in accordance with the terms of this Agreement.

4.05 Payment of fringe benefit contributions.

A. Reallocation. If at any time, the Union wants any money moved from taxable wages to fringe benefits, it may be done if thirty (30) days notice is given to the Association.

B. Fringes on overtime hours. On any overtime hours worked, the fringe benefits shall be paid at the applicable overtime rates. However, contributions to the International Training Fund (ITF) and the JATC Trust shall be paid on hours worked.

C. Pre-apprentice fringes. There shall be no fringes paid on Pre-apprentices, except JATC Trust contributions. If a Journeyman or Apprentice volunteers to work in this category with the approval of the Union due to unfavorable economic conditions they shall be paid all fringes that would normally be paid for their benefits.

D. Education contributions. The Employer shall pay the JATC Trust contribution on all Employees referred by the Union.

E. Fringe Benefit Reserve Contribution: The Fringe Benefit Reserve Contribution shall apply to all Journeymen and shall be paid on hours paid.

4.06 Elective contributions for the MCASF Local 725 Defined Contribution Trust Fund. Eligible Employees may elect to change, start or stop their contributions to the Defined Contribution Retirement Trust Fund according to the rules established by the Trustees.

4.07 Payroll deductions. Employees may elect to have a payroll deduction from the taxable wages after income tax and social security deductions have been made from the Employee's gross wages. If requested by the Employee, the Employer will deduct the monies so designated by the Employee and forward that amount to the institutions designated by the Union. A thirty (30) day notice shall be given to the Employer as to where the deduction is to be paid. The amount of the deduction shall be determined by the Employee and may be changed annually upon request of that Employee.

4.08. Wages and Benefits. The Wage and Benefit Schedules of this Agreement sets forth the wages and benefits for employees covered by this Agreement.

A. Year one, effective July 19, 2019 through July 15, 2020:

\$1.45 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices.
- \$.05 allocated to the JATC to fund enhanced Journeyman training programs.
- \$.10 for the members to use to pay for the UA Organizing Fund contribution.

B. Year two, effective July 16, 2020 through July 15, 2021:

\$1.30 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- Additional \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices: (\$.30 combined increase years 1 and 2).

C. Year three, effective July 16, 2021 through July 15, 2022:

\$1.30 total package increase for the R1 Journeyman classification, with appropriate percentage application for other classifications. This shall include:

- A wage increase of \$1.15.
- Additional \$.15 increase to the Defined Benefit Pension Fund for all Journeymen, and 4th and 5th year apprentices. (\$.45 combined increase years 1, 2 and 3).

ARTICLE V: ASSESSMENTS

5.01 Union working assessment check off.

A. The Employer agrees that upon receipt of a valid authorization for the working assessment check off signed by an Employee covered by this joint Agreement and complying with Section 302 of the National Labor Relations Act, the Employer shall deduct weekly from said Employee's wages such working assessment as are required by the Union of its members or members of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, who have been referred from the Union, so long as such authorization for check-off is valid and in effect and not revoked by the Employee.

B. Check off amount. The parties agree that the amount of the working assessment that the Employer shall check off, which has been duly established by the Union, shall be an amount equal to two percent (2%) + \$0.30 per hour worked of the Employee's weekly gross wages and that if that amount is subsequently changed by action of the Union, the Employer will check off the amount

required by the change, provided the Union sends to the Employer a letter duly signed by the Union's President and Business Manager/Financial Secretary-Treasurer attesting to the change and giving the Employer at least thirty days (30) to comply, provided that the authorizations and the purposes for the check off conform in all respects to the requirements of Section 302 of the National Labor Relations Act, as amended. As consideration of the bookkeeping expenses involved in such check off, the Union agrees to indemnify and hold the Employee and his/her Employer harmless from any actions growing out of these deductions commenced by any Employee or any governmental agency against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been paid to the Union.

5.02 MCASF Dues. The Association shall provide for its members training and representation in all matters that pertain to labor management. No part of the funds of the MCASF shall be used for lobbying in support of anti-labor legislation or anti-labor litigation or to subsidize Contractors by the payment of monies to them in connection with legal work stoppages or strikes against such Contractors.

A. Rate. The Employer agrees to pay a contribution to the Association for each hour worked by all classifications except first year Apprentices and Pre-apprentices as specified on the Wage and Benefit Schedule (Exhibit D). The Association reserves the right to adjust the dues contribution amount at any time during the term of the Agreement, provided that notice is sent to Employers at least thirty (30) days prior to the effective date.

B. Bonding. Contributions to the Association shall be secured by Employer bonds as described in Article XI.

C. Bylaws. Signatory Employers agree to be bound by the Association bylaws, as may be amended and revised.

D. Reporting. Contributions shall be reported on reporting forms approved by the Boards of Trustees of the Employee Benefit Trust Funds and shall follow the same payment due period and delinquency fines and penalties as outlined in Article XI.

ARTICLE VI: WORK CLASSIFICATIONS

6.01 Journeymen. There shall be five (5) classes of work being performed by Journeymen. At the time of referral, all Journeyman Employees will be assigned to one specific classification of work. The Employer shall pay the wage rate for that specific classification or higher.

R-1: Commercial unlimited, all piping systems over one-hundred (100) tons.

R-2: Commercial limited, piping limited, all air conditioning systems refrigeration, piping up to one-hundred (100) tons.

R-3: Commercial air conditioning, refrigeration, ice machines, self contained and split systems up to fifty (50) tons.

R-4: Unlimited residential and light commercial up to ten (10) tons.

R-5: Industrial: electrical power generating plants. The term "Industrial Scale" as used herein is defined as qualifying work done on electric power generating plants. No Employee will receive the Industrial Wage unless the Union is issuing referrals on that Industrial Job.

6.02 Supervision. The selection of craft Foreman and General Foreman shall be the responsibility of the Employer.

A. Foremen. On any construction job requiring less than five (5) Journeymen, it is left to the Employer's discretion to designate a Journeyman Employee to take charge and, if designated, he shall be paid at the Foreman's rate of pay. A Foreman shall be required on any air conditioning job of one-hundred and fifty (150) tons or over. On any construction job that requires the services of five (5) or more Journeymen, one of the five (5) shall be designated by the Employer as a Foreman and shall be paid at the Foreman's rate of pay while so acting.

B. General Foremen. No construction Foreman may supervise at the same time more than one job that requires a Foreman. At the Employer's discretion, one Foreman may supervise up to nine (9) Journeymen. Should additional Journeymen be required, an additional Foreman shall be designated. When three (3) Foremen are required, the Employer shall designate a General Foreman who shall assume the duties of supervising the Foremen and shall be paid at the General Foreman's rate of pay. A General Foreman may supervise up to five (5) Foremen.

C. No one shall direct Apprentices, Journeymen, Foremen or General Foremen except their immediate supervisor. Only United Association Union members and Employers can direct a Journeyman or Apprentice member of Local Union 725.

6.03 Apprentices. There shall be a work classification known as Apprentice governed by this Agreement. Apprentices may perform any work of the trade, limited only by their capabilities, and licenses provided that they are under the direction of a Journeyman.

A. Apprentice ratios. All shops regularly employing Journeymen may employ Apprentices as follows:

- Service R-1 ratio: 1 Journeyman to 1 Apprentice
- Construction R-1 ratio: 1 Journeyman to 1 Apprentice
- R-2, R-3 & R-4 ratio: 1 Journeyman to 1 Apprentice
- Industrial R-5 ratio: 2 Journeymen to 1 Apprentice

B. Apprentice supervision. Each Apprentice shall be under the supervision of the JATC until his or her training is satisfactorily completed. The JATC shall act as an arbitration board to settle any complaint or dispute between an Employer and an Apprentice.

C. Apprentice selection. Selection of Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the JATC.

D. Apprentice wages. Apprentices wages shall be as follows:

- 1st year Apprentice: 40% of R-1 Journeyman wages
- 2nd year Apprentice: 45% of R-1 Journeyman wages
- 3rd year Apprentice: 55% of R-1 Journeyman wages
- 4th year Apprentice: 60% of R-1 Journeyman wages
- 5th year Apprentice: 75% of R-1 Journeyman wages

The parties hereby clarify that if any portion of the R-1 Journeymen wage is reallocated from wages to benefits, apprentice wages shall be based upon R-1 Journeyman wages prior to the reallocation.

E. Apprentices with Journeyman license: Add \$1.00 per hour premium pay for Apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

F. Apprentice Certification Program: Apprentices may earn an additional \$.50 per hour premium pay, in effect throughout their apprenticeship, for completing a skills-based Apprentice Certification Program that has been approved by the JATC, the Union and the Association. Such programs shall exclude requirements included in the standard apprenticeship curriculum (recognizing that those requirements are subject to modification from time to time by mutual agreement of the JATC, the Union and the Association).

The Training Center shall notify Employers when an Apprentice in their employ enrolls, attends and completes a Certificate Program. Upon successful completion, the Training Center will provide the Apprentice and Employer with the Apprentice's completion certificate, which will be retained in the Apprentice's permanent record. The Union Hall will re-refer out the Apprentice with a \$.50 per hour wage increase that shall remain in effect until the Apprentice completes his Apprenticeship.

The following two Apprentice Certification Programs have been approved prior to the execution of the parties' Agreement commencing 2019:

i. Customer Service Certification: A three-part course comprised of no less than 18 hours of classroom training held on Saturdays, covering a comprehensive program presented by instructors agreed to by the Parties. Apprentices must attend the entire day of training as a prerequisite to attend the next training day.

ii. TIG Welder Certification: A seven-week program that culminates in the Apprentice successfully passing the UA / National Certified Pipe Welding Bureau (NCPWB) Qualification Test for Gas Tungsten Arc Welding (GTAW) weld process.

Additional Apprentice Certification Programs shall be memorialized into a signed Memorandum of Understanding and thereby incorporated into the CBA.

6.04 Pre-apprentices. There shall be a work classification known as Pre-apprentice.

A. Service. In service, a Pre-Apprentice's duties shall be as follows:

1. Clean condensate pans and drains.
2. Filter changing or cleaning, including filter routes.
3. Repair tool(s) and shop equipment.
4. Tower and coil cleaning.
5. General house cleaning.
6. Delivery and truck driving of parts or equipment trucks.
7. In residential service up to five (5) tons, he shall be allowed to perform all work (*as defined by the National Service & Maintenance Agreement*) limited only by his capabilities.
8. Install and service residential appliances.

B. Construction. In construction, a Pre-Apprentice's duties shall be as follows. In no case shall a Pre-apprentice work with power lifts and rigging (except truck lift gates).

1. Load, unload and distribute tools, materials and equipment.
2. Perform all general house cleaning tasks assigned to him (clean up, paint, etc.)
3. Drill holes, knock holes as assigned by Journeymen.
4. Cut all thread rod.
5. Hang pipe up to 2" (no assembly).
6. Clean copper pipe and fittings.
7. Clean PVC pipe and fittings.
8. Tighten bolts, clean bolts and flanges.
9. Patch holes, grout equipment.
10. Prepare or pack sleeves and inserts.
11. Install individual (DX) air conditioning units up to five (5) tons in residential tract housing (pre-charged tubing only).

C. Pre-apprentice ratios. In order to hire any Pre-apprentices, an Employer should first have at least one Apprentice. In the event of a layoff of Pre-apprentices and Apprentices, Pre-apprentices shall be laid off first in order to insure continued Apprenticeship training.

D. Pre-apprentice ratios, Commercial construction. The ratio of Pre-apprentices for Commercial construction work shall be controlled by the Business Manager and Business Agent(s) of the Union. Apprentices have priority over this classification.

6.05 Pre-apprentice B. There shall be a work classification known as Pre-apprentice B.

A. A Pre-apprentice B shall not be restricted or prohibited from doing any work of the trade provided that they are under the direction of a qualified Journeyman.

B. However, upon referral as a Pre-apprentice B, the Employee must complete and submit an ARPEC application within fourteen (14) days. If a Pre-apprentice B fails to submit a completed ARPEC application within this period of time, then he or she shall be automatically reclassified as a Pre-Apprentice more fully described in Section 6.04 hereof. A Pre-apprentice B may work within the Pre-apprentice B classification up to two years from the date of his referral in that classification. If, at the end of these two years, the Pre-apprentice B is not enrolled in ARPEC, they must be reclassified to Division or Building Trades Journeyman.

C. Job Foremen shall be responsible for determining the Pre-apprentice's category (standard Pre-apprentice or Pre-apprentice B) and ensuring that the Employee is referred out appropriately.

D. Pre-apprentice B ratios (construction). 1 Journeyman to 1 Apprentice to 1 Pre-apprentice or 1 Pre-apprentice B.

ARTICLE VII: WORK RULES AND CONDITIONS

7.01 Hiring Procedures.

A. Referrals. In the referral of applicants, the Employer shall be the sole judge of the number of Employees required, except where other specified ratios are spelled out in the Agreement, which shall prevail over this Section.

B. When any Employer is performing Bargaining Unit Work that comes within the territorial jurisdiction of the United Association as set forth in its Constitution and within the jurisdictional territory of the Union, the Employer agrees to call the Business Agent of the Union for Employees.

C. Employers shall not hire any Foremen, General Foremen, Journeymen, Apprentices, Pre-apprentices or Maintenance Tradesmen who do not have a referral slip from the Union. There shall be no solicitation of jobs in the Union's jurisdiction.

D. Employees, at the time of referral from the Union, shall be designated on their referral by one of the work classifications listed in Article VI or the National Service & Maintenance Agreement.

E. Employers shall retain the right to reject any applicant referred by the Union.

F. When licensing and or specific project credential requirements are required by law, those Employees having such licenses shall have preference to jobs. When Employers call for Journeymen with specific licenses or specific project credential requirements, it shall be the Union's responsibility to monitor that all Journeymen referred meet the specific requirements requested by the Employer.

G. If the Union is unable, after 48 hours (excluding Saturdays, Sundays and holidays), to furnish the Employer with sufficient qualified Employees, the Employer is at liberty to obtain Employees elsewhere. Such Employees shall be employed under the terms of this Agreement and shall be registered with the Union and referred under the Union's procedure. Regardless of whether or not a shortage of Apprentices exists, an Employer may hire Apprentices only through the Union.

H. Employee transfers. Employees covered by this Agreement shall not be transferred by one Employer to another except through the Union. The Union shall not transfer any employee from one Employer to another, except for due cause and after notification to and acquiescence by the Employers concerned. This shall include joint venture Employers.

7.02 Termination. Employees may only be terminated for just cause. Upon termination, the Employer shall make out a notice of termination slip on a triplicate form agreed upon by the Union and the Association, noting the reason for termination. A copy of the completed termination form shall be given to the Employee and to the Union and the original shall be retained by the Employer.

7.03 Work hours.

A. Regular hours.

i) Service and Maintenance. Eight (8) consecutive hours per day shall constitute a standard work day with a flexible starting time between 6:00am and 10:00am forty (40) hours per week, five (5) consecutive days, Monday through Saturday, shall constitute a week's work or as mutually agreed to by the Employer and the Union. By mutual agreement between the Employer and the Union, the standard work week can be established to consist of four (4) consecutive ten (10) hour days. The Employer shall determine for any Employee the starting and quitting time of a normal established work day of eight (8) hours (or ten [10] hours when applicable) with an unpaid lunch period not to exceed one (1) hour.

ii) Construction. Eight hours shall constitute a day's work. A regular work day shall consist of eight (8) consecutive hours between the hours of 6:00am to 5:30pm, Monday through Friday (excluding one half hour for lunch). Sufficient time will be allotted before the end of the workday to pick up and secure the Employer's tools and materials. A job may go on a scheduled four (4) consecutive ten (10) hour day work week at the straight time wage rate when mutually agreed upon by the Employer and the Union, and the Federal Law allows.

B. Overtime. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum. Overtime wage rates shall be paid after forty (40) hours in a given work week and for all hours worked in excess of a regular work day as provided in this section.

i. Service. All service overtime will be at time and one-half.

ii. Construction. All construction overtime will be at time and one-half, with the exception of Sundays and holidays, which will be at the double time rate.

C. Holidays. The following holidays, if worked, shall be paid for at the applicable rate set forth in the Wage & Benefits Schedule (Exhibit D). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of the above-named holidays occur on Saturday, the preceding Friday will be observed as the holiday. Should any of the above-named holidays occur on Sunday, the following Monday will be observed as the holiday. No work should be performed on Labor Day or Christmas Day, except emergency service.

D. Service stand-by. It is recognized by the Employees and Employers that for the mutual benefit of our industry, as well as the interest of preserving Union service work, Employees shall be available to serve on stand-by to meet the needs of the customer.

i. Stand-by schedule: The Employer shall post advanced notice of the Employees who will be assigned to stand-by duty. Any Employee who cannot meet his assignment shall notify the Employer prior to the next stand-by time period. The Employer shall endeavor to distribute stand-by assignments and service calls equitably, and to the extent possible, accommodate the wishes of the Employees. Apprentices may stand-by for service calls except on designated school nights.

ii. Stand-by pay: The Employee shall receive one (1) hour stand-by pay for each weekday evening, or two (2) hours stand-by pay for each weekend day and holiday. Stand-by pay is the Employee's applicable hourly taxable wage, and does not include fringe benefits.

iii. Payment for hours worked: If an Employee assigned to stand-by duty is called out to work for more than one (1) hour on a weekday, or two (2) hours per day on a weekend day or holiday, the Employee shall be paid for those work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement, and stand-by pay shall not apply. If an Employee on standby is called out to work for less than one (1) hour on a weekday, or less than two (2) hours per day on a weekend day or holiday, the standby pay shall be converted to pay for work hours at the applicable hourly taxable wage, including fringe benefits, in accordance with the terms of this Agreement.

iv. Travel time on Stand-by: If called out to duty, the Employee shall be paid for round trip travel time from his point of origin to the job site for actual commuting time using the most efficient route. Travel time on stand-by is paid at the Employee's applicable straight time hourly taxable wage and does not include fringe benefits.

v. Stand-by on scheduled work day: If an Employee is assigned to stand-by after completing his work for the day he shall also receive stand-by pay, in accordance with items ii and iii.

E. Service replacement. For the purpose of this Agreement, service replacement consists of adding to, changing, or replacing existing major components in an existing building.

F. Test and balance and start-up. Test and balance and start-up as part of service replacement shall be paid at service rates and conditions. The rate of pay shall conform to the Wage & Benefits Schedule (Exhibit D) for this Section. Any overtime will be paid at the time and one half (1½) rate of pay only.

G. Start-up and stand-by. Start-up and stand-by is not required unless at the customer and/or Employer's request, but if required, it must be manned by a qualified Journeyman. All shift work and overtime pay shall be paid when applicable.

H. Show up time.

i. Incomplete work day. When an Employee reports for work at the request of the Employer, or is referred to the Employer from the Union, or reports for work in regular course when not notified not to do so before the end of the last preceding work day, and for whom no work is provided, he shall be paid for two (2) hours of working time at the prevailing rate of pay. When an Employee reports for work and for whom work is provided, he shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one day, he shall receive no less than a regular work days pay. If, however, failure to work a regular work day is the result of acts of the Employee or circumstances beyond the Employer's control, the Employee shall receive pay for the hours actually worked.

ii. Inclement weather (construction). An Employee reporting for work at the regular starting time at a shop or a job, and for whom no work is available due to weather conditions, shall receive one (1) hour's pay for reporting time, unless he has been notified before leaving home not to report, but may be held on the job for one (1) hour by the Employer. If work is started, he shall receive not less than four (4) hours' of pay, but may be held on the job for four (4) hours by the Employer. If work resumes following the lunch break and is stopped because of weather conditions and Employees are released, they shall receive not less than six (6) hours' pay. If work resumes after 2:30pm and is stopped because of weather conditions and Employees are released, they shall receive not less than a full day's pay. The Employer shall have the sole responsibility to determine availability of work due to weather conditions. If an Employee stops working on his own, he shall be paid only for the hours he actually worked.

I. Emergency shutdown. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the safety of an Employee, the Employee shall be compensated for actual time worked.

J. Parking and transport time. When free parking is not available within four (4) blocks of a construction job, it will be the obligation of the Employer to provide parking within four (4) blocks of a construction project. If parking must be at a further distance than the above stated, the Employer will then have to provide transportation from the established parking area to the job. In the event free parking is not available within four blocks of a construction job and an established parking area is designated with the Employer providing transportation from the designated parking area to the jobsite, and Employees are required to be on the jobsite at 8:00 am. (or other predetermined starting time), an equivalent to the amount of "transport" time from designated parking area to the jobsite shall be subtracted from the designated quitting time for the return "transport" time. The "transport" time shall be established at the job commencement by mutual agreement of Labor and Management.

K. Shift work. When elected by the Employer, multiple eight (8) hour shifts may be worked on a temporary basis. When two (2) or three (3) shifts are worked, the first eight (8) hour shift shall be the day shift and shall be paid at the straight time hourly rate of pay. The second and third eight (8) hour shifts shall each be paid at 15% above the applicable rate. Shift work shall be for a minimum of five (5) consecutive days.

7.04 Payment of wages and benefits. Payday shall be once each week on the third workday following the end of the weekly payroll period. Employees are to be paid before the end of their regular shift. Payment shall be in US currency, local check accepted by the Union, payroll check guaranteed by the local bank upon which the check is drawn, or by electronic direct deposit to the Employee's authorized account. When Employees are laid off or discharged, they shall be immediately paid all monies due. Any Employee who, upon his own decision, terminates his employment, shall be paid at the next scheduled time of payment, by mail or at the office of the Employer making payment. Any Employer issuing checks to an Employee shall be liable for actual costs of any penalties in the event the check does not clear due to any Employer error or the Employer's bank's error.

7.05 Moonlighting. No Employee shall perform work covered by this Agreement on his own account. If an employee performs work on his own account, or uses equipment, parts, tools or materials belonging to the Employer, the Employee may be assessed damages of no less than \$1,000 and or suspended a minimum of a year from work for any Employer. No Journeyman or Apprentice member of the Union shall be allowed to contract any work falling within the jurisdiction of the Union without signing this Agreement.

7.06 Tools.

A. Employee-provided tools. Employees performing service or maintenance work may be required to furnish their own hand tools. Employee-provided hand tools shall not exceed fourteen (14) inches in length. No Employee may lend or lease his car, truck, welding or power equipment to his Employer. Tools supplied by the Employee to the Employer that are broken, damaged, or stolen, shall be repaired or replaced by the Employer. All service Employees shall furnish the Local Union Business Manager and the Employer a written, itemized inventory on a standard form mutually agreed on by the Union and the Association, of all hand tools furnished by the Employee. The Employer shall have the right to limit the value of all hand tools furnished by the Employee.

B. Employer-provided tools. Pipe threading and pipe cutting tools, vises, welding torches, power tools and instruments for measuring temperatures, pressure, air velocities, voltages, amperages, etc., shall not be deemed hand tools and shall be furnished by the Employer. Employees shall be responsible for tools and instruments supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, etc., and the Employee has signed an inventory slip. Cases of carelessness or negligence, in disregard of the preceding sentence, shall be cause for referral to the Joint Labor Management Committee. Establishment of such carelessness or negligence shall make the Employee liable for replacement of lost tools and shall be cause for termination. Tools that are stolen must be reported to the police, and a report of said incident must be recorded. The Employee shall account for all tools, issued properties and materials belonging to the Employer upon termination of employment, provided Employee has signed an inventory slip.

7.07 Shop Stewards. The Union shall have the right to appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement.

A. A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. The Employer or his representative shall be consulted and then notified in writing regarding such appointment. The Steward shall notify the Business Manager or Business Agent(s) and the Employer or their representatives immediately of any condition that may lead to trouble, such as walk-offs, stoppage of work or other causes detrimental to the job. He shall not cause nor encourage a stoppage of work under any circumstances. It is understood that such Steward's duties shall not include any matters relating to referral, hiring or disciplining Employees. No Steward shall be discriminated against because of the faithful performance of his duties as Steward. However, in the case of a reduction in work force, this Article is not intended to force the Employer to retain the Steward if his services are not as valuable as other persons in his employ.

B. When a Steward is temporarily transferred, the Union may appoint an acting Steward for a period not to exceed three (3) working days.

C. The Steward may be discharged only for reasonable cause. If the Union has reason to believe an Employer has discharged a Steward in violation of this Agreement then it shall be brought forth before the Labor Management Committee as outlined in the grievance procedure contained in Article X of this Agreement. If it is determined that the Employer has in fact discharged the Steward in violation of the provision, then the Union may withdraw all of its men from the Employer and such action will not be considered a strike under Article IX.

7.08 Employee identification exams. When an Employee is required by the Employer to undergo any kind of examination including fingerprinting, photographs, etc., the Employee shall receive pay at the regular wage rate established by the Agreement for the time required for such routine. Any polygraph examinations shall be given upon mutual consent of the Employee and the Employer.

7.09 Anti-noise laws. When an enacted state, city or county anti-noise law is in existence whereby it affects any work covered by this Agreement, Employees shall only receive pay for hours actually worked, at the established rates. If any anti-noise law becomes a problem on any job or project, this problem shall be referred to the joint Labor Management Committee for a solution.

7.10 Travel Time.

A. All travel time in excess of reasonable commuting time before and after an Employee's normal work hours shall be paid for at the straight time rate and such travel shall not be considered hours worked.

B. Reasonable commuting time shall be that time required for the Employee to travel to their first job assignment and back from their last job assignment that is within a 50 mile radius or one-hour drive time of a dispatch point (normally the Employee's residence, the Employer's local office or a designated point to which the Employee is regularly assigned).

C. When an Employer requires an Employee to travel on a weekend or holiday in order to be at his assigned jobsite the next day, he shall be paid for actual travel time at one and one half (1½) times their current straight time hourly rate of pay.

D. There shall be no fringes paid on travel time, however, travel time during the scheduled work day between job sites, to secure supplies and materials, or to attend meetings required by the Employer shall be considered hours worked and therefore subject to fringes at the applicable rate.

E. When an Employee travels outside of the Jurisdiction for purposes of training required by his Employer, the time spent traveling will be paid in accordance with the rules established by the Federal Fair Labor Standards Act (FLSA).

F. All Employees who drive company vehicles will be required to maintain a valid driver's license and maintain a safe driving record, consistent with the Employer's safety program and insurance requirements, as a condition of continued employment. The Employer shall have the right to check the validity of such driver's license at their discretion in accordance with the Employer's policies. The Employer shall be required to maintain adequate insurance on each company vehicle for all permitted uses of the vehicle by the Employee.

7.11 Reimbursements.

A. Expense reimbursement. When an Employer requires an Employee working under the terms of this Agreement to leave the jurisdiction overnight, the Employer shall pay all appropriate expenses documented by receipt incurred by the Employee while required by the Employer to work outside of the jurisdiction.

B. Mileage reimbursement. All Employees, when compensated for mileage, shall be compensated at the current IRS rate per mile. For purposes of interpretation, compensation for mileage shall be paid to all Employees who are required to use their personal transportation for the convenience of the Employer, other than the Employee's responsibility to provide his own transportation to and from one (1) designated site per day. No Employee may transport tools, equipment, or material in their personal vehicle, unless under emergency conditions.

C. Toll reimbursement. Tolls shall be reimbursed only when an Employee travels from job site to job site, not to and from work.

7.12 Safety.

A. Each Employer shall provide necessary safety equipment (including hard hats, hoods, gloves, goggles and belts) and protective clothing against heat and hot metal (including gloves, vests, aprons, sleeves, hoods and other apparatus) which shall be worn by Employees to comply with OSHA regulations. Each Employer shall provide an adequate first aid kit or adequate first aid supplies, as determined by OSHA, on the job site.

B. Each service truck shall be equipped with a first aid kit and a fire extinguisher.

C. An Employee's refusal to operate an unsafe vehicle and/or equipment shall not be grounds for punishment, retaliation or dismissal.

D. Each Employer shall provide first aid to any Employee injured on the job. If the injury is sufficiently serious that the injured man must be taken to a doctor or hospital, the Employer shall furnish transportation, and if the Employee is unable to return to work that day, he shall receive a full day's pay providing he has written certification from the doctor or hospital stating that he cannot return to work that day.

E. Employees shall comply with the health & safety policies of their Employer.

7.13 Substance Abuse Policy.

A. Contractors wishing to establish a drug free work place must comply with all State and Federal Laws regarding the same.

B. If a Contractor has elected to establish a program, all persons within that company will be subject to testing whether covered by this Agreement or not.

C. The results of any person failing may be given to the Employer, but the reason for failure may be reported only to the Members Assistance Program of the Union through either the Business Manager and/or his appointee, and if there is not a Member Assistance Program active, then to the Medical Review Officer designated in the Employer's policy.

7.14 Journeymen Rehabilitation Program. In an effort to support the growth of work hours, the parties hereby agree to form a Journeyman Rehabilitation Program. This program serves to protect the investment the parties make in growing the work-force, and protect Union work hours by creating a pathway for improvement of Employees who demonstrate reoccurring deficiencies. This program shall apply exclusively to Journeymen.

A. Deficiency. A "Deficiency" is defined as a complaint raised by an Employer involving an Employee's sub-standard workmanship, including claims made by a national contractor (who is not a signatory to this Agreement) working under the work rules, wages and benefits provided for in this Agreement.

A Deficiency shall include, but not be limited to:

- Grossly insufficient technical proficiency, below that which should reasonably be within a Journeyman's skill set.
- Blatant lack of care for company or customer property.
- Call-backs due to carelessness, sloppy workmanship or repeatedly misdiagnosing an issue.
- Intentional misrepresentations on reporting forms, including service tickets, and reporting hours worked for non-work hours.

B. Reporting Deficiencies. Deficiencies shall be reported by the Employer using a Demerit Form, approved by the parties, which shall be posted on the Union's website.

Demerit Forms must be completed by the Employer or supervisor, who must provide a copy of the report to the Business Agent of the Union and Executive Vice President of the Association. Demerit Forms must be filed with the Union, Association and Employer within ten (10) working days of when the Employer involved knew or should have known of the situation that lead to the Deficiency claim.

Upon receipt of a Demerit Form, the Union shall provide a copy to the Employee. Employees shall be provided 5 business days in which to complete the Employee portion of the Demerit Form, if desired, and provide a copy to the Union. After close of business on the 5th working day, the Demerit Form shall be closed for further written comment and shall be retained in the Union's permanent member records. The Union shall provide the Employer involved and Association a copy of any amended Demerit Forms.

C. Rehabilitation/Demerit Process:

Step 1: Upon receipt of an Employee's first Demerit Form within a 12 month period, the Labor Management Committee will be notified and provided a copy of the Demerit Form, including any ensuing Employee statement. The Business Agent of the Union will call the Employee to discuss the issue, and make note of any need for supplemental training.

Step 2: Upon receipt of an Employee's second Demerit Form within a 12 month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within ten (10) working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between a representative of the Association, Union and the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and potential means to address the issue, such as supplemental training. This meeting shall be unpaid time for the Employee involved unless the representatives of the Association and the Union agree that the Employee is not at fault.

Step 3: Upon receipt of an Employee's third Demerit Form (excluding any Step 2 forms where the Employee was found not to be at fault) within a 12 month period the Labor Management Committee will be notified and provided a copy of the Demerit Form. Within ten (10) working days of receipt of the Demerit Form and any ensuing Employee statement, a meeting between the Labor Management Committee, the Employee and Employer involved shall take place at a mutually agreeable time and location to discuss the Deficiency, and prescribe appropriate measures to address the issue, including, but not limited to, supplemental training. This meeting shall be unpaid time for the Employee involved unless the Employee is found by the Committee not to be at fault.

In hearing issues related to the Journeymen Rehabilitation Program, the Labor Management Committee shall be maintained to consist of two (2) Employer representatives, selected by the Association, and two (2) Employee representatives, selected by the Union. Two (2) representatives of Employers and two (2) representatives of the Union shall constitute a quorum. Binding decisions of the Labor Management Committee shall be in meetings where there are an equal number of labor and management representatives present and shall be by majority vote.

Unless the Labor Management Committee members agree by majority vote to dismiss the third Demerit, the Employee will be re-referred out as follows. Deadlocked votes at Step 3 shall be referred to the Joint Grievance Board (Step 3 of the Grievance Procedure).

D. Demerit Period: For the latter of a period of 6 months, or until the Employee successfully completes supplemental training determined by the Labor Management Committee and provided at the Training Center on the Employee's own time.

During the Demerit Period, the Employee will be referred out at the next lower classification. For example, an R-1 would be re-referred out as an R-2, etc. The referral out at the next lower classification (for example, R-2) only affects the Employee's rate of pay, not his scope of responsibilities, which, in this example, would remain as that of an R-1. The Employee will be referred out under this classification regardless of Employer. The Employee will be paid scale (wages & benefits) for his new classification during this Demerit Period. Under no circumstances will the Employee be paid overscale during the Demerit Period. At the conclusion of the Demerit Period, the Employee may be re-referred out at the appropriate classification.

ARTICLE VIII: EMPLOYER RIGHTS AND OBLIGATIONS

8.01 Employer rights. The Employer shall not be limited in the manner in which they operate their business, unless specifically limited by the terms of this Agreement. The prerogatives of management include, but are not limited to, the exclusive right to make such changes in methods of work, hire, promote, transfer, increase or decrease the work force to meet the needs of the business and to maintain the efficiency of the operation.

8.02 Employer restrictions. Each Employer shall be the sole determiner of the size and composition of his or her work force (for supervision refer to Article VI.) Each Employer shall have the prerogative of controlling his or her operations, introducing new or improved methods or facilities and changing methods or facilities, subject to the limitations set forth in this Agreement. There shall be no restrictions upon the use of any material, machinery or tools, except as specified elsewhere in this Agreement.

8.03 Employer authority. Except as specifically granted by this Agreement, all of the rights, powers and authority of each Employer are retained by each Employer and remain exclusively and without limitation within the rights of management and are not subject to the grievance procedure outlined in Article X of this Agreement.

8.04 New Employers. A copy of each Employer's Agreement shall be delivered to the Association by the Union within 30 days after the Employer signs the Agreement, or hires Employees under the terms of this Agreement, whichever comes first.

8.05 Union Member Contractors (Owner Operator). Union Member Contractors may also be referred to as Owner/Operators. When a Union member enters into business as an owner, therefore becoming an Owner/Operator (an "O/O") the O/O shall be permitted to perform Bargaining Unit Work if the O/O pays full fringe benefits on themselves at the R-1 Journeyman rate. The O/O will be required to pay full fringe benefits on themselves for at least a minimum of forty (40) hours per week, fifty-two (52) weeks a year, but in no event shall the O/O report less than the actual number of hours of Bargaining Unit Work the O/O performs during a given workweek, and shall maintain documentation to support the actual number of hours worked. If the O/O contributes to the Employee Benefit Trusts on a monthly basis, the minimum contribution amount shall be based upon 173.33 hours. This shall include contributions due to the Employee Benefit Trust Funds, the Union working assessment, and the MCASF assessment.

The minimum contribution hours (40 weekly or 173.33 monthly) are required regardless of holidays, vacation, illness or lesser work hours. Any of the Employee Benefit Trusts may impose additional qualifications or rules applicable to an O/O working under this section. Within twelve months of an O/O beginning to perform Bargaining Unit Work under this section, the O/O's company must employ at least one Apprentice or Journeyman in addition to the owner. When any owner performs Bargaining Unit Work under this section, he/she is required to comply with all terms of this section. This applies to all Contractors effective upon the date that the Contractor enters into business. To the extent that federal law prohibits any owner from fully or partially participating in any or all of the Employee Benefit Trust Funds, then solely to that extent, the fringe benefits otherwise required to be reported and paid for such owner, shall be reported and paid so as to ensure compliance with such federal restrictions and their impact upon the Employee Benefit Trust Funds.

8.06 Employer Insurance. Employers shall be required to carry workers compensation coverage on all Employees, including the Employer, if the Employer serves as a Union Member Contractor as defined in section 8.05 of this Agreement.

ARTICLE IX: NO STRIKE, NO LOCKOUT

9.01 During the term of this Agreement the Union agrees with each Employer that there will be no authorized strike of any kind, boycott, picketing, work stoppage, slowdown or any type of interference coercive or otherwise with the Employer's business or jobs. Neither the Union, nor any officer, agent or other representative of the Union shall, directly or indirectly, authorize, assist or encourage any strike, sit down, slowdown or work stoppage during the life of this Agreement. Neither will the Union, its agents or its officers condone or ratify or lend support to any strike, sit down, slowdown or work stoppage.

9.02 Unauthorized work stoppage. If any Employee or group of Employees represented by the Union should violate the intent of this Article, the Union, through its proper officers, will promptly notify such Employee or Employees in writing of its disapproval of such violation and will take steps to effect a prompt resumption of work. This notice to Employees, signed by an authorized officer of the Union with a copy to the Employer, shall take the following form: *"You are advised that certain action took place today on... (Employer's name)... job. This action was unauthorized by both the Local and International Union. You are directed to promptly return to your respective job and cease any action which may affect continuance of work. Any grievance you may have will be processed through the regular grievance procedures provided for you in your contract. Any Employee participating in a work stoppage will be subject to discipline and/or discharge by Employer."*

9.03 This no strike, no lockout commitment is based upon the Agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement in Article X.

ARTICLE X: GRIEVANCE & ARBITRATION PROCEDURE

10.01 Definition - A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an Employee as to himself or the Union against an Employer involving an alleged violation, misinterpretation or misapplication of an express written provision of this Agreement, including claims of employees of a national contractor (who is not a signatory to this Agreement) working under the work rules, wages and benefits provided for in this Agreement; provided that contribution and other obligations of employers to the Employee Benefit Trust Funds referenced in Article XI shall not be subject to this grievance and arbitration procedure. To be deemed to be timely filed, the grievance must be filed both with the Employer involved as well as with the Association.

10.02 - Joint Grievance Board and Subcommittee. A Joint Grievance Board shall be maintained to consist of two (2) Employer representatives, selected by the Association, and two (2) Employee representatives, selected by the Union, who shall be the same individuals who serve on the Labor Management Committee. Two (2) representatives of Employers and two (2) representatives of the Union shall constitute a quorum. Binding decisions of the Joint Grievance Board shall be in meetings where there are an equal number of labor and management representatives present. There shall be an appointed Chair and Secretary, which shall be rotated between the parties on an annual basis. There is hereby established a Subcommittee of the Joint Grievance Board composed of one (1) Association representative and one (1) Union representative who shall be the Business Manager. The members of the Joint Grievance Board, and the members of the Subcommittee, along with their e-mail addresses, shall be posted on the Union's website.

10.03 Grievance Procedure.

A. Time Limits: A grievance must be filed with the Employer involved and the Association on a grievance form jointly approved by the Association and Union and posted on the Union's website within ten (10) working days of when the Employee(s) involved or the Union knew or should have known of the events first giving rise to the grievance. The term "working days" as used in this Article means Monday-Friday, excluding federal holidays. A grievance that is not brought or processed within the time limits provided for in this Article will be considered waived or withdrawn. The parties may, by mutual written agreement (which may be by e-mail) extend any of the time limits set forth in this Article, subject to limitations set forth below in 10.03(b).

B. Procedure: Pre-Arbitration

Step 1: Meeting between Employer, Association and Union. Within ten (10) working days of receipt of the written grievance by the Employer involved and the Association, a meeting between the Subcommittee of the Joint Grievance Board (in the case of a grievance filed by an Employee) and the Employer involved shall take place at a mutually agreeable time and location. The parties may mutually agree to no more than a ten (10) working day extension of this Step 1 meeting. In the event the grievance is not settled in this Step 1 meeting, the grievant must advance it to Step 2 in writing within five (5) working days of the Step 1 meeting (which involves filling out the Step 2 appeal portion of the approved Grievance Form and forwarding it to the members of the Subcommittee of the Joint Grievance Board [which may be done by e-mail]). In the event no such meeting takes place, the grievant must advance the grievance in writing to Step 2 within five (5) working days after the meeting was scheduled to occur or within fifteen (15) working days after the grievance was received by the Employer involved and the Association, whichever is later.

Step 2: Subcommittee of the Joint Grievance Board. Step 2 shall consist of consideration of the grievance by the Subcommittee of the Joint Grievance Board. The Subcommittee shall meet within fifteen (15) working days of receipt of a Step 2 grievance. The Subcommittee, by mutual agreement, may schedule more than one meeting a month. Both members of the Subcommittee must be present, along with the Employer involved and the employee(s) involved (or a representative of the Union on their behalf) to consider Step 2 grievances. However, should one Subcommittee member or any party fail to attend without prior notice, the grievance shall automatically be referred to the Joint Grievance Board within five (5) working days of when the Subcommittee was scheduled to meet. The Subcommittee shall hear all Step 2 grievances and render a written decision on whether there has been a violation of the Agreement. Written decisions of the Subcommittee must be unanimous. If a violation is found, the Subcommittee shall order an appropriate remedy, provided that no financial remedy shall extend beyond ten (10) days prior to the filing of the Grievance. If either party (in this case, either the Employer or employee(s) involved) is dissatisfied with the decision of the Subcommittee, it may file an appeal in writing to the Joint Grievance Board within five (5) working days of receipt of the Subcommittee's written decision. If the Subcommittee is deadlocked, it shall so indicate in writing within five (5) days of its meeting on the grievance and the grievance shall be automatically referred to the Joint Grievance Board.

Step 3: Joint Grievance Board. The Joint Grievance Board shall meet within ten (10) working days of receipt of an appeal or the referral from the Subcommittee to hear the grievance. In the event there is no quorum for the first meeting, a second meeting shall be rescheduled to occur within five (5) working days of the first scheduled meeting. Should the second meeting not occur

within the allotted time frame, the grievance automatically shall be referred to arbitration. Decisions of the Joint Grievance Board shall be by majority vote and shall be in writing. If a violation is found, the Joint Grievance Board shall order an appropriate remedy, provided that no financial remedy shall extend beyond ten (10) days prior to the filing of the Grievance. The decision of the Joint Grievance Board shall be final and binding on all parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article. If the Joint Grievance Board is deadlocked or fails to meet within the time set forth above, unless extended by mutual agreement, the Union may refer the grievance to arbitration within ten (10) working days of learning of the deadlock or within ten (10) working days of when the Joint Grievance Board was scheduled to meet (in the event it fails to meet on the rescheduled date or an agreed extension).

10.04 Arbitration Procedure. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within the time limits set forth in Step 3 above:

A. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Association and the Union shall strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Association representatives.

C. The Association and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Association retain the right to employ legal counsel.

D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision of the arbitrator shall be final and binding on the parties (including employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement) if rendered consistent with the requirements of this Article.

E. More than one grievance may be submitted to the same arbitrator only where both parties mutually agree to do so in writing.

F. Awards resulting from grievances involving financial awards may not go beyond ten (10) days prior to the filing of the grievance.

G. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be paid by the losing party (provided that in the case of a split award it shall be split equally by the parties). Any third party costs incurred by the Association in connection with any grievance involving employers not parties to this Agreement who have a national or international union agreement that are required to follow work rules, wages and benefits under this Agreement shall be borne by such employer, and the arbitrator's award shall include a directive to that effect. Each party shall be responsible for compensating its own representatives and witnesses.

10.05 Limitations on Authority of the Joint Grievance Board and Arbitrator. The Joint Grievance Board (including its Subcommittee) and the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Joint Grievance Board and the arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific written provisions of this Agreement. The Joint Grievance Board and the arbitrator shall be empowered to determine the issue raised by the grievance as stipulated to by the parties or, absent such stipulation, as submitted in writing at Step 1.

The Joint Grievance Board and arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The Joint Grievance Board and the arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The Joint Grievance Board and the arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the Joint Grievance Board or arbitrator rendered within the limitations of this Section 10.05 shall be final and binding upon the Association, the Employer involved, the Union and the Employees covered by this Agreement.

10.06 Discovery. In investigating or determining any of the grievances hereunder, the Joint Grievance Board, or the arbitrator appointed under these provisions, shall have the authority to order the Employer or the Union, as the case may be, to produce its books and records before an auditor or accountant designated by such Board or arbitrator for the purpose of aiding the Board or arbitrator to determine the extent of the violations and the sums which may have been lost by the injured party or parties. The cost of such auditor or accountant shall be paid by the defaulting party, that is, the party determined to be in violation of the Agreement by the Joint Grievance Board or by the Arbitrator, if the Board or arbitrator believes that such assessment of costs was warranted in any case.

10.07 Enforcement Costs. In the event that it is necessary to enforce this Agreement by proceeding in any court, either before or after arbitration proceedings, then the party against whom this Agreement is enforced, either before or after arbitration proceedings, or against whom collection is made under any arbitrator's or Joint Grievance Board's decision or award, shall pay all reasonable attorneys' fees, court costs and other expenses incurred in enforcing or collecting sums due to a grievant hereunder.

10.08 Disbursement of Assets. Any monies or other assets collected as a result of the enforcement of this Article other than that owed to Employees, the Employee Benefit Trust Funds, the Union or the Association, or collection expenses, shall be paid to the JATC Trust Fund.

10.09. Exclusivity of the Grievance and Arbitration Procedure. The grievance and arbitration procedure set forth in this Article X shall be the sole and exclusive means for discussing and resolving disputes subject to the grievance procedure, provided that nothing in this Article in any way deprives any Employee Benefit Trust Funds referenced in Article XI any rights and remedies under ERISA, common law or otherwise to enforce contribution obligations and other obligations of participating employers to those benefit funds.

ARTICLE XI: FRINGE BENEFITS

11.01.

A. Generally. The Employer shall pay on behalf of each person covered by the Agreement, the required contributions to the benefit fund, and other funds, as set forth herein.

B. Definitions:

i. The term "Person Covered" means Employees engaged in or performing Bargaining Unit Work within the jurisdiction of the Union.

ii. The term "per hour" means each actual hour worked. Contributions to the Pension, Health & Welfare and Defined Contribution Retirement Benefit Funds for overtime hours shall be computed on the same basis as wages, at 1 ½ times or 2 times the straight time rate.

iii. The term "Employee Benefit Trusts" means the MCASF Local 725 Pension Trust, Health and Welfare Trust, Defined Contribution Retirement Trust, and Joint Apprenticeship Training Committee Trust.

C. MCASF Local 725 Service Corporation: In order to effect prompt collection of required Employer payments and to administer collection of contributions on an efficient and economical basis, the Trustees of the MCASF Local 725 Health and Welfare Trust, the MCASF Local 725 Defined Contribution Retirement Trust and the MCASF Local 725 Defined Benefit Pension Trust are hereby authorized, in their sole discretion, to establish and maintain a MCASF Local 725 Service Corporation (hereafter called the "Service Corporation") and to enter into arrangements for centralized handling through it of administrative functions on behalf of the various funds, including the collection of contribution and administration of Employer bonds and bond deposits.

The Service Corporation may be established by a voluntary or incorporated organization to be controlled by representatives selected by the Trustees of the MCASF Local 725 Health and Welfare Trust, the MCASF Local 725 Defined Contribution Retirement Trust and the MCASF Local 725 Pension Trust. The representatives shall constitute the Board of Trustees or Directors of the Service Corporation and shall be selected so that they and their alternates, if any, shall be in equal numbers from Employers and the Union, and that suitable provisions are made for selection of an impartial chair when needed in order to break any deadlock and to arrive at a decision.

The Service Corporation may contract for servicing other labor-management funds, credit unions, savings plans, and such other mutually agreed upon funds or accounts as authorized by the Service Corporation's Board of Trustees or Directors. Currently the MCASF Local 725 JATC and the Local 725 MCASF Labor Management Cooperation Committee have service agreements with the Service Corporation for the handling of their administrative functions.

D. Contribution Payments: The Employer shall pay the required contributions on behalf of each Employee covered by the Agreement, on or before the 10th working day after the end of a weekly or monthly fringe benefit reporting period, depending on the reporting period applicable to the Employer. If the contributions are not actually received at the depository account or agent designated for contribution payments by such date, the payment shall be considered delinquent. The Service Corporation is the designated agent for receipt, collection and enforcement of contribution obligations, and is expressly designated as a fiduciary of the Employee Benefit Trusts for contributions receipt and collections. Effective upon notice to Employers from the Service Corporation,

fringe benefit reports and contributions will be capable of submission electronically, and after an initial period designated by the Service Corporation of not less than 6 months, all reports and contributions shall be submitted electronically, or be subject to a convenience fee to be set by the Service Corporation.

E. Union Allocation Changes: For any Union allocation changes permitted pursuant to Section 4.05, for benefit fund or other required contributions, notice shall be given in writing by the Union to the Employer and Association at least thirty (30) days prior to the effective date of the change involved.

F. Contribution Report Fee: The Employer shall pay the Service Corporation a processing fee per weekly or monthly reporting period as determined by the Service Corporation, which fee shall be added to contribution reports and payments.

G. Notice of Ownership Change. Any Employer subject to this agreement shall notify the Service Corporation promptly upon any sale of the Employer's business (whether of assets or ownership interests), transfer of any ownership interests, or change to the form of business entity of the Employer. Notice shall be provided voluntarily within thirty (30) calendar days of the sale, transfer or change. If, after the initial thirty (30) days the Service Corporation is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity, the Employer shall be assessed \$500 to cover the costs associated with having to make the request. If, after the initial thirty (30) days the Service Corporation is required to ask for information on a sale of all or a part of the business, transfer of any ownership interest, or change in form of the business entity a second or more times, then the Employer will be assessed \$2,500 for the costs and effort required to pursue multiple requests.

11.02. Specific Contributions. The Employer shall pay contributions, as set forth in Exhibit D to this Agreement, and any updates from time to time, including after tax wage deduction amounts, to the following benefit funds and organizations. The Employer shall bear the entire cost of financing and administering the benefit plans operated by the benefit trusts through payments made on behalf of covered persons in the amounts set forth herein.

A. MCASF Local 725 Health and Welfare Trust

B. MCASF Local 725 Pension Trust. This contribution includes the regular contribution amount from Exhibit D, and the Pension Recovery Contribution.

C. MCASF Local 725 Defined Contribution Retirement Trust. The Employer shall contribute to the Defined Contribution Retirement Trust, and all persons covered under this Agreement shall receive the basic amount that is specified in Exhibit D of this Agreement. In the event the Trustees establish or continue a pension program with a cash or deferred arrangement, Employees covered by this Agreement shall have the option of contributing to the cash or deferred plan. A cash or deferred plan is a plan feature that allows for varying contribution rates as selected by the participant. The cash or deferred plan shall operate under the rules established by the Trustees.

The Trustees shall annually review participant elective deferral options to provide a range of regular and catch-up contribution rates to afford participants choice in selecting a deferral percentage. At least one choice shall afford participants the ability to reasonably contribute the maximum amount of elective deferrals under federal regulations, subject to the participant's hours worked and the limits imposed by any required discrimination testing.

D. MCASF Local 725 Joint Apprenticeship Training Committee Trust (JATC). This amount includes both the International Training Fund contribution and the contribution for the MCASF Local 725 Joint Apprenticeship Training Committee Trust.

E. Fringe Benefit Reserve Contribution (FBRC). The Union and the Association agree to set aside an hourly contribution rate, as specified in the Wage & Benefit Schedule (Exhibit D) for the purpose of improving the reserve levels of the fringe benefit trust funds provided for in the Agreement; specifically the:

1. **MCASF Local 725 Pension Trust,**
2. **MCASF Local 725 Health and Welfare Trust, and**
3. **MCASF Local 725 JATC Trust**

This Fringe Benefit Reserve Contribution is for the purpose of improving the funding reserve and not for the purpose of improving benefits.

Each April, the Union and Association shall meet for the purpose of determining where the Fringe Benefit Reserve Contribution will be directed the following July 16. The bargaining parties shall direct the Fringe Benefit Reserve Contribution to the Define Benefit Pension Trust, Health and Welfare Trust, or JATC Trust, and this redirection of contributions shall remain in effect for a period of no more than one year and shall therefore sunset on July 15 the following year.

In the event the parties are unable to agree upon which fringe benefit trust fund(s) should receive all or part of the Fringe Benefit Reserve Contribution for that year, the contribution shall be directed to the MCASF Local 725 JATC Trust Fund by default.

Notwithstanding the procedures outlined in this section, should the Pension, Health and Welfare or JATC Trust suffer an unforeseen economic setback, the parties may mutually agree to reconvene and agree to reallocate the Fringe Benefit Reserve Contribution for the remainder of that one-year allocation period to such fund for the purpose of maintaining existing benefits.

Notwithstanding the language in section 11.02 E, the parties agree that the following shall apply:

In an effort to protect the long-term funding status of the MCASF Local 725 Pension Trust, the parties agree to allocate the FBRC as follows. As required by the Pension Protection Act of 2006, each year, the MCASF Local 725 Pension Trust's Enrolled Actuary shall provide the Trustees with an Annual Zone Certification Report on or before March 31 each year, which shall include the Plan's net investment return, on a market value basis for the preceding calendar year. To help offset losses in income incurred when the plan's investment income falls short of the Plan's Valuation Interest Rate of 7.00%, the parties agree to allocate the FBRC to the Pension Recovery Fund as follows:

Investment return*	Amount	Allocated to:	FBRC Balance:	Allocated to:
≥7.00%	\$0.00	DB Pension recovery	\$0.50	TBD
6.00%-6.99%	\$0.05	DB Pension recovery	\$0.45	TBD
5.00%-5.99%	\$0.10	DB Pension recovery	\$0.40	TBD
3.00%-4.99%	\$0.20	DB Pension recovery	\$0.30	TBD
0%-2.99%	\$0.30	DB Pension recovery	\$0.20	TBD
<0%	\$0.40	DB Pension recovery	\$0.10	TBD

*Net investment return on a market value basis for preceding calendar year

Notwithstanding the allocations listed in the chart above, should the Enrolled Actuary determine that the plan will be in endangered status or critical status for the three succeeding calendar years, 100% of the FBRC shall be allocated to the Defined Benefit Pension Recovery fund as a preemptive corrective action to avoid the situation where the Plan enters endangered or critical status.

i. Effective July 19, 2019 through July 15, 2020: \$.40 per hour shall be allocated to the Defined Benefit Pension Recovery Contribution and \$.10 per hour shall be allocated to the Health & Welfare fund.

ii. **Effective July 16, 2020 through July 15, 2021:** After allocations to pension recovery based upon the chart above, the balance shall be allocated to the Health & Welfare fund.

iii. **Effective July 16, 2021 through July 15, 2022:** After allocations to pension recovery based upon the chart above, the balance shall be allocated to the Health & Welfare fund.

F. After Tax Assessments. The Employer shall pay those amounts listed as a deduction after tax for the contributions specified in Exhibit D to this Agreement for working fee amounts and assessments authorized to the Union, and for such amount established for the Association.

11.03. Trust Agreement and Rules. The Employer agrees to conform with the trust agreements and the administrative rules now in effect or hereafter promulgated by the respective Trustees of the various Employee Benefit Trusts as fully as if specifically set forth herein, and the same are hereby incorporated by reference and made a part of this Agreement. Each Employer acknowledges the Union and Association as the settlors of the Employee Benefit Trusts covered by this Agreement, and that as the settlors, they have exclusive authority to appoint or remove their respective Trustees now or in the future serving on such Employee Benefit Trusts. The trust agreements and rules shall be available for inspection during business hours by all Employers and the Union at the offices of the Trustees of said Trusts. The Employers subject to this Agreement shall report and issue payment to the designated office of the benefit funds or its agent all contributions required under this Agreement on a periodic basis as determined by the Trustees. If any of the trust agreements or rules is in conflict with any provisions herein, the terms of such trust agreements and rules shall govern, except that this Agreement shall control the amount of contribution due for hours worked by an Employee.

The parties acknowledge that, notwithstanding any provisions of this Agreement with regards to Employee Benefit Trusts, all matters limitation, determination of the amount, type, form, condition, limitation on eligibility, benefit requirements, duration, termination, restriction, and/or suspension thereof, are and shall always be, the sole and exclusive responsibility, authority, and prerogative of the respective Boards of Trustees of the Employee Benefit Trusts to which such Contributions hereunder are to be paid.

11.04. Bonding, Failure to File Reports or Make Contributions, Delinquency. Each Employer bound by, or to which the Union refers Employees pursuant to this Agreement (whether or not bound to this Agreement including an employer required to make wage and benefit payments under the terms of a local agreement), shall provide a blanket cash bond or surety bond in an amount equal to one thousand eight hundred dollars (\$1,800.00) for weekly reporting, or four thousand dollars (\$4,000.00) for monthly reporting (if monthly contributions have been approved by the Employee Benefit Trust Funds' Boards of Trustees) for each Employee on his or her payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trusts. These bonds are to secure and guarantee the payment of sums required to be paid to each of the Employee Benefit Trust Funds, for Union check off amounts and the MCASF assessment including, without limitation, contributions and all other charges, fees and costs, including service charges, late fees, liquidated damages, auditor's fees and attorney fees which the Employer is required to pay under the provisions of this Agreement, and/or the Employee Benefit Trust Agreements. Employee counts for an Employer will be reviewed and adjustments for potential bond increases will be determined by the Service Corporation periodically.

No Employees will be provided to an Employer until the proper amount of blanket cash bond or surety bond has been received by the designated party. If a demand is made upon the bond of any Employer for payments of sums due thereunder, then Employees shall not be furnished to said Employer unless within ten (10) days after such demand, the bond is increased in an amount equal to such demand. If the Employer desires additional Employees, no additional Employees will be furnished until the amount of the bond has been increased to cover the additional Employees. The cash bond or surety bond shall be irrevocable until the later of:

- A. 90 days after written notice of termination to the Employee Benefit Trust Funds, and
- B. payment of all sums due to the Employee Benefit Trust Funds described above.

In the event any monies are paid to said agent under these provisions, said agent acting as escrow agent under the escrow and/or Employee Benefit Trust Agreement(s), shall disburse said monies in accordance with the provisions of this Agreement. In the event any dispute arises concerning any matter involved in this bonding section (other than an action by the Employee Benefit Trust Funds or their agent to collect or enforce the amount of any bond for collection of contributions and any costs or assessments due to a delinquency), the dispute is to be referred to the joint Labor Management Committee for resolution. Nothing contained herein shall be construed to limit the liability of any Employer to the amount of the bond provided for herein, it being expressly understood and acknowledged by each Employer that the bond provided for herein is security for payment of sums required to be paid to each of the Employee Benefit Trust Funds, Union check off amounts and the MCASF Assessment and other charges and costs provided for herein, and that the Employer shall be fully liable for the full amount of such contributions and other charges provided for herein regardless of the amount of the bond.

In the event of default by any Employer in making contributions and payments, the Service Corporation, the respective Trustees or the Union involved, acting on behalf of the union members or beneficiaries of the funds, may take any legal action as they, in their sole discretion may determine, in order to effect collection of the amounts of wages or other payments which are in default. The Employer agrees to pay interest on any wages or other payments in default, late payment assessments, and liquidated damages assessed, accounting and auditor fees incurred, plus all actual collection costs, including reasonable attorney's fees incurred in the collection thereof. This provision is in addition to such rights as the Union may have under law for breach of this Agreement, including but not limited to, picketing and refusing to work. Said contributions and payments, for the purposes of enforcement of collection of the same against a delinquent Employer, shall be regarded as unpaid wages and entitled to the same penalties and priorities as unpaid wages.

11.05. At Risk Employer Bonding and Weekly Payments and Additional Employees. Notwithstanding anything herein to the contrary, for any Employer that the Boards of Trustees of the Employee Benefit Trusts or the Service Corporation determine that:

- A. The Employer has not made payment of fringe benefit contributions to the Employee Benefit Trust Funds during the twelve (12) months immediately preceding such Employer's execution of this Agreement; or
- B. The Employer constitutes a risk of collection, based upon such written criteria, as may be established by the Employee Benefit Fund Trustees, and as may be amended from time to time, by and in the sole and absolute discretion of said Boards of Trustees,

then the bond required pursuant to this Article shall be increased to the sum of three thousand dollars (\$3,000.00) for each Employee on an Employer's payroll for whom such Employer is obligated to pay contributions to the Employee Benefit Trust Funds on a weekly basis, and such Employer shall remit contributions on a weekly basis.

11.06 Late Payment Assessment, Additional Provisions. A service charge for delinquent payments, interest, costs (including when applicable accounting and auditors' fees) and attorneys fees shall be imposed upon an Employer, and the Employer agrees to pay, if contributions or withholdings required to be paid are not paid in full prior to ten (10) working days following the end of each monthly payroll period for monthly contributors, and ten (10) working days following the end of each payroll period for weekly contributors, to the Employee Benefit Trusts to which sums are owed:

A. An assessment of ten percent (10%) of the delinquent sums if the Employer has only been late occasionally, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.

B. An assessment of up to twenty percent (20%) of the delinquent sums if the Employer has been late chronically, as determined by the Employee Benefit Fund Trustees in rules adopted by them. This assessment shall be paid within ten (10) days of written notice.

The Employee Benefit Trusts are entitled to collect any and all costs, liquidated damages, and interest provided by law for any delinquency, in addition to late payment fees.

It is acknowledged by the parties that substantial harm is caused to the Employee Benefit Trusts by virtue of payments and reporting not being made within the time set forth above for which harm and damage is, nonetheless, very difficult or impossible to establish with certainty. Therefore any amount set forth as liquidated is deemed by the parties and each Employer executing this Agreement, to be a reasonable forecast of just compensation of the damages suffered by and harmed caused to the Employee Benefit Trusts, arrived at as a good faith attempt to set an amount equivalent to the anticipated actual damages. In furtherance of this proposal the Trustees of the various Employee Benefit Trusts may establish such uniform practices, policies or rules as they deem appropriate with respect to late payment service fees, so that the fee will be charged in a manner calculated to help earnings and administrative inconvenience caused by the delinquency and to deter delinquency so that the fee will not be charged for minor or inadvertent delinquencies, or in an unfair or inequitable manner.

Acceptance of any Contributions from any Employer shall not release or discharge the Employee from the obligation to contribute all monies for all hours worked under this Agreement for which no and/or incomplete contributions have actually been received without regard to any statement, restriction or qualifications appearing on any check from any Employer. The Employee Benefit Trusts may establish procedures regarding the crediting of payments received, such as applying payments to the oldest obligation due, including previously assessed late payment fees or liquidated damages and costs.

The Boards of Trustees of the Employee Benefit Trusts or the Service Corporation may establish procedures for and conduct periodic audits of any Employer making contributions pursuant to this Agreement as set forth in Exhibit D. The established procedures shall include categories of documents required to verify all required contributions have been paid. The audit shall be conclusive as to any additional contributions due from the Employer. The documents reviewed and retained by the engaged auditor shall be treated as confidential and not be disclosed to the parties. Such documentation may, however, be disclosed in any collection action to enforce collection of additional contributions found due as a result of the audit and associated costs. Contributions found due are subject to late payment assessments, liquidated damages, interest and costs, including attorneys fees and audit-related expenses. In addition, late payment assessments shall apply to any contributions discovered during the audit that had not previously been assessed or waived by the Trustees.

11.07. Removal of Employees by Union. The Union shall have the right at all times to remove employees from an Employer in any case where an Employer fails to pay any of the contributions required pursuant to this Article XI. Notwithstanding the foregoing, the Union shall remove Employees from an Employer who fails to pay any of the contributions due pursuant to this Article XI for ~~three~~ two consecutive months, if contributing monthly, and for ~~eight~~ six consecutive weeks, if contributing weekly.

11.08. Employer Liability. The Employer herein agrees that it/he shall remain liable and subject to all provisions of this Article with respect to default in the payment of wages, benefit contributions, and other payments when due in the event (a) any joint venture in which he participates with one or more other Employers under a separate or different name, or (b) any other party using his license in any manner

11.09. Copy of Report to Union and Association. The Union and Association shall be furnished with a copy of each Employer reporting form covering all required contributions.

11.10. Funding Deficiencies in an Employee Benefit Fund. Should a determination be made by a professional consultant to the Employee Benefit Trusts that there exists or will exist an accumulated funding deficiency for one or more of the Employee Benefit Trusts under the provisions of ERISA, the Internal Revenue Code, and/or any other applicable laws, the parties agree to request that the respective Trustees of the trust fund reduce benefits to correct the underfunding, provided, however, that if a reduction is not adopted by the Trustees of such trust promptly, or if trustee action is inadequate to correct the underfunding or is not approved by the Secretaries of the Treasury or Labor, the parties shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement to correct such funding deficiency in the trust fund. In no event shall the total wage and benefit package be increased.

IN WITNESS THEREOF:



Kenneth E. Scott, Jr.
Business Manager
UA Local Union 725
United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry of the
United States and Canada



Julie C. Dietrich
Executive Vice President
Mechanical Contractors Association of South Florida

LETTER OF ASSENT

It is agreed that the terms and conditions of this contract were duly negotiated between the Negotiating Committees representing the respective parties to this Agreement.

**U.A. Local Union No. 725, Miami, Florida
Ratified by U.A. Local Union No. 725**

Signature of authorized Union representative _____
Name of authorized Union representative (print) _____
Title _____
Date _____

In signing this letter of assent, the undersigned firm agrees to comply with, and be bound by, all of the provisions in this Agreement.

**Air Conditioning, Refrigeration Heating and Piping Association, Inc. (dba MCASF)
Ratified by MCASF Employer:**

Name of firm / corporation _____
Federal Employer identification number _____
Street address _____
City, state and zip code _____
Phone number _____
Fax number _____
E-mail address of firm representative _____
Contractor license number _____
Name & address of Registered Agent if other than shown _____

Signature of authorized firm representative _____
Name authorized firm representative (print) _____
Title _____
Date _____

A minimum of four copies of this Letter of Assent must be sent to the Union office for processing.
Each copy must contain an actual original signature, not a reproduction.
After processing, the Union will retain one copy, forward a copy to the Association, send a copy to the Employee Benefit Trust Fund administrator and will provide one copy to the Employer.

EXHIBIT A: Jurisdiction

Work of the following description shall be deemed to come within the jurisdiction of the Local Union 725:

1. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.
2. The installation and service of all circulating water lines when used for the distribution of heat and heat transfer equipment on ornamental pools, commercial and residential pools and spas, display fountains and aquariums.
3. All piping, handling and setting of equipment in connection with central distributing filtration treatment stations, boosting stations, water treatment, waste and sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling tanks, aeration basins or tanks and lift stations. (This applies to public work when installed or serviced and would apply to private work after its completion and or under public operation.)
4. The handling, assembling and erecting of all economizers, super heaters, regardless of mode or method of making joints, hangers and erection of same, when used in connection with the pipefitting industry.
5. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc., when in connection with the pipefitting industry.
6. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same when used in connection with the pipefitting industry.
7. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping and all accessories and parts of burners and stokers, etc., when used in connection with the pipefitting industry.
8. Make-up water supply from main to equipment installed by Pipefitters.
9. All meters for measuring a volume of any substance, when used in connection with the pipefitting industry.
10. The setting and hanging of all units or fixtures for ice making when unit must be assembled before operation. (Shipping bolts, grids and other parts are to be removed or put in place.)
11. All solar systems, piping and collectors of every description when used in connection with the pipefitting industry.
12. The installation and service of hydraulic or pneumatic door openers when in connection with industrial, manufacturing and commercial applications. Airports included.
13. All gas piping from the main to the meter. All distribution lines.
14. The assembling, erecting, handling and setting of tanks used in connection with the pipefitting industry.
15. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices, when used in connection with the pipefitting industry.
16. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, air conditioning, manufacturing, mining and industrial work.
17. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices and piping thereto, when used in connection with the pipefitting industry.
18. Installation of drain lines from equipment installed by Pipefitters where drain lines drop to a safe waste, floor drain, roof, or any open fixture and where drain lines are not directly connected to a sanitary system.
19. Recovery condensate systems in their entirety.
20. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformer and piping to switches of every description.
21. The installation and service of vacuum cleaning equipment and piping when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
22. The installation and service of vacuum systems when used in connection with manufacturing plants, maintenance facilities, airport terminals, post offices, etc.
23. The installation and service of oxygen systems when used in connection with manufacturing, commercial & industrial application.
24. All sheet lead lining for tanks or vats for all purpose, when in the category of industrial work.
25. All piping for railing work and racks of every description, whether screwed or welded when assigned by the Contractor.
26. All power plant piping of every description, as it applies to the pipefitting industry.
27. The unloading, handling and setting of all sterilizers, laundry and cleaning equipment will be done by composite crew. Steam and oil lines will be done by Local #725.
28. Laying out, cutting, bending and fabricating of all pipe work of every description by whatever mode or method, when used in connection with the pipefitting industry.
29. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints used in connection with the pipefitting industry.
30. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipefitting industry. Hangers, supports, brackets requiring off site fabrication may be purchased from miscellaneous metal or structural steel fabricators.
31. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in connection with the pipefitting industry.
32. The operation, maintenance, repairing, servicing, test and balance, and dismantling of all work installed by Journeymen members of U.A. Local Union #725.

EXHIBIT A: Jurisdiction, continued

33. All soot blowers and soot collecting piping systems, when used in, connection with the pipefitting industry.
 34. All piping for artificial gases, natural gases, holders and equipment for same, chemicals, minerals and byproducts and refining of same, when used in connection with the pipefitting industry.
 35. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc., when used in connection with the pipefitting industry.
 36. All pneumatic transit tube work and all piping for carrying systems by vacuum.
 37. All process piping and equipment for refining, manufacturing, and industrial purposes.
 38. The installation and service of all piping systems and equipment with grease pressure lubricating and hydraulic lifts in connection with industrial manufacturing, commercial and maintenance facilities applications (excluding schools). Service station installations optional pertaining to grease pressure and hydraulic lift installations until assigned.
 39. The installation of all related piping, fuel storage tanks and exhaust piping for emergency generators, manufacturing plants, airports, post offices and industrial applications.
 40. The installation and service of all air piping and related equipment in connection with manufacturing plants, industrial, airports, post offices, etc.
 41. The installation and service of all fuel oil, gasoline and cleaning solvent piping and related equipment in connection with manufacturing plants, industrial, airports, post offices. Maintenance facilities and service stations optional until assigned.
 42. The installation and service of all oxygen and acetylene piping systems and related equipment in connection with manufacturing plants or remote distribution systems and industrial applications. Maintenance facilities and service stations optional until assigned.
 43. The setting, erecting and piping of all cooling towers and evaporative condensers.
 44. All work related to the removal and replacement of CFC Refrigerants as mandated by the federal, state and local laws.
 45. All work done in our industry to comply with any environmental rules or regulations as set forth by federal, state, or local governments.
 46. Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by qualified Employees covered by this Agreement.
 47. The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement, shall be done by Employees covered by this Agreement.
 48. The testing and balancing of all piping systems or component parts thereof and solar systems, shall be done by Employees covered by this Agreement.
 49. Temporary mechanical equipment and air conditioning systems shall be installed and serviced by Employees covered by this Agreement.
 50. The Employer shall procure and embrace, in all job contracts, all of the work embodied in the unloading and handling, from curbstone delivery, all equipment (including cooling towers), materials, the erection, installation of all tubing and piping, the setting and hanging of all units and fixtures which are included and necessary to make and complete an air conditioning, refrigeration, heating, piping installation, and solar installation, including the charging, testing, air and water balancing, servicing and maintenance of same and warranty of same.
 51. All pipe and appurtenances may, at the option of the Employer, be fabricated on the job or in a shop within the territorial areas defined in this Agreement by Employee members of U.A. Local Union #725 receiving the Building Trades rate of pay and working under conditions set forth in this Agreement. It is agreed that nothing in this Exhibit shall be construed as taking precedence over violating this paragraph.
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EXHIBIT B: UA Standard for Excellence Policy

OVERVIEW:

The UA Standard for Excellence policy is a Labor-Management commitment to uphold the highest industry standards in the workplace and ensure customer satisfaction. The program is designed to promote UA members' world-class skills and safe, efficient work practices on the jobs performed by our signatory contractors for their customers.

Member and local Union responsibilities:

To insure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work everyday on time. Absenteeism and tardiness will not be tolerated.
- Adhere to the contractual starting and quitting times, including lunch and break periods.
- Personal cell phones will not be used during the workday with the exception of lunch and break periods.
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the Employer.
- Use and promote the local Union and international training and certification systems to the membership so they may continue on the road of life-long learning thus insuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property. Waste and property destruction, such as graffiti will not be tolerated.
- Respect the UA, the customer, client and Contractor by dressing in a manner appropriate for our highly skilled and professional craft. Offensive words and symbols on clothing and buttons are not acceptable.
- Respect and obey Employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

Employer and management responsibilities:

MCAA, MSCA, PFI, MCPWB, PCA, UAC and NFSA signatory Contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide the Union hall with the necessary documentation to support these actions.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to Employees.
- Minimize workers downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for Contractor and Employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.

- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Promote the UA / Contractor Association partnership to owners and clients. Avoid finger pointing when problems arise.
- Encourage employees, but be fair and consistent with discipline if necessary.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for Employees while encouraging career building skills.
- Employ an adequate number of properly trained Employees to efficiently perform the work in a safe manner while limiting the number of Employees to the work at hand thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- Treat all Employees in a respectful and dignified manner acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under UA Standard for Excellence it is understood that members (through the local union) and management (through the signatory contractors) have duties and are accountable in achieving successful resolutions.

Member and local Union responsibilities:

- The local Union and the steward will work with members to correct and solve problems related to job performance.
- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members issues affecting work progress.
- The Business Manager or his designee will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board who will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem including, but not limited, to mandatory retraining for members after offences.

EXHIBIT B: UA Standard for Excellence Policy, continued

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY, *continued*

Employer and management responsibilities:

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules, and other issues affecting the work process.
- The above information will be recorded, action plans will be formulated and the information will be passed on to the local Union Business Manager.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.

- In the event that the Employee is unwilling or unable to make the necessary changes, management must make the decision whether the Employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his further employment.

Additional jointly supported methods of problem resolution:

- In the event an issue is irresolvable at this level the local Union or the Contractor may call for a contractually established Labor Management Committee meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job stewards, UA supervision and management.
- The local Union or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

EXHIBIT C: Freedom of Movement Policy for the State of Florida for the U.A. Locals of the Florida Pipe Trades Council

OVERVIEW:

Union Contractors in the state of Florida who are successful in securing work covering all scopes within the geographical jurisdiction of the state of Florida will be allowed "THE FREEDOM OF MOVEMENT RULE" for the first two (2) U.A. employees of their choice from any Local within the state of Florida to travel to any Local within the state of Florida, and up to 50% of the required work force, but in no case would this number exceed the number of six (6) U.A. employees per project.

1. Example: A Local Union 803 Contractor who is successful in securing work in the jurisdiction of Local 295 may bring the first two (2) U.A. employees from Local 803 to work in the jurisdiction of Local 295 and then on an alternating basis, i.e., one (1) from Local 803 and one (1) from Local 295 for a maximum number of six (6) U.A. members from Local 295. This will apply to any type of project and would cover all scopes of work as claimed by the U.A.

2. All U.A. employees, except the "one" man per craft Representative which is allowed throughout the country by the U.A. Constitution, must be dispatched by the Local in whose jurisdiction the project is located, and all fringes, working assessments and/or travel dues will be paid to the Local Union and then all Health and Welfare and Pension Contributions will be reciprocated back to the traveling members "home Local". Note: The working assessments and/or travel dues must meet all the provisions as outlined in the U.A. Constitution or as adopted.

3. In all cases the contractors who are successful in securing projects outside their own geographical area must notify the Business Manager of the Local in whose jurisdiction they are members to contact the Business Manager of the local Union in whose jurisdiction they are traveling, deposit a travel card and be dispatched by that local Union.

4. In all cases the contractors and traveling members will abide by the terms, conditions and negotiated contracts of the Local in where they are working, and in no case will a contractor from an area traveling to another area be allowed to pay wages and fringes that are lower than the Local negotiated wages and fringes.

5. Amendments and grievances:

A. Should a dispute arise, either local Union may call on the other local Union for a clarification or adjustment of the matter in question.

B. All disputes shall be resolved in a mutually acceptable manner.

C. Should the Business Manager of the Locals in the state of Florida be unable to resolve the dispute, they will then submit the dispute to the General President of the U.A. for assistance in adjusting the grievance.

D. This agreement may be amended or appended at any time during its term by proper notification as outlined in the adopted resolution.

Agreed to and approved by the Florida Pipe Trades Council.

MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 19, 2019											
JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$46.10	\$42.41	\$38.88	\$36.88	\$29.50	\$23.97	\$20.28	\$36.88	\$18.44	\$18.44	\$12.91
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.40	\$4.40	\$4.40	\$4.40	\$4.15	\$3.65	n/a	\$4.40	\$4.15	\$3.65	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.35	\$14.35	\$14.35	\$14.35	\$14.00	\$13.15	\$9.15	\$14.35	\$14.00	\$13.15	\$6.20
Total employee package	\$60.45	\$56.76	\$53.23	\$51.23	\$43.50	\$37.12	\$29.43	\$51.23	\$32.44	\$31.59	\$19.11

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.10	\$14.75	\$16.60	\$20.28	\$22.13	\$27.66
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.25	\$2.30
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.19	\$10.80
Total employee package	\$12.15	\$16.15	\$23.70	\$27.38	\$32.32	\$38.46

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

LU725 Working Assessment: 2% of gross wages + \$0.30 per hour worked applies to all classifications as an after tax wage deduction.

Apprentices: Add \$1.00 per hour premium pay for apprentices who hold a journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1	PTF-1U	PTF-2U	PTF-2	PHW1	PHW2
	ALUMNI	ALUMNI	ALUMNI	NON-ALUMNI	ALUMNI	NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.40	\$4.40	\$4.40	\$4.40	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.35	\$14.35	\$13.30	\$13.05	\$7.35	\$7.10

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).



PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule	
Approved: 7/19/2019	
K. SCOTT	J. DIETRICH
	

MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 16, 2020											
JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$47.54	\$43.73	\$40.03	\$38.03	\$30.42	\$24.72	\$20.92	\$38.03	\$19.02	\$19.02	\$13.31
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.55	\$4.55	\$4.55	\$4.55	\$4.30	\$3.80	n/a	\$4.55	\$4.30	\$3.80	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.50	\$14.50	\$14.50	\$14.50	\$14.15	\$13.30	\$9.15	\$14.50	\$14.15	\$13.30	\$6.20
Total employee package	\$62.04	\$58.23	\$54.53	\$52.53	\$44.57	\$38.02	\$30.07	\$52.53	\$33.17	\$32.32	\$19.51

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.41	\$15.21	\$17.11	\$20.92	\$22.82	\$28.52
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.40	\$2.45
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.34	\$10.95
Total employee package	\$12.46	\$16.61	\$24.21	\$28.02	\$33.16	\$39.47

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

LU725 Working Assessment: 2% of gross wages + \$0.30 per hour worked applies to all classifications as an after tax wage deduction.

Apprentices: Add \$1.00 per hour premium pay for apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1	PTF-1U	PTF-2U	PTF-2	PHW1	PHW2
	ALUMNI	ALUMNI	ALUMNI	NON-ALUMNI	ALUMNI	NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.55	\$4.55	\$4.55	\$4.55	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.50	\$14.50	\$13.45	\$13.20	\$7.35	\$7.10

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).

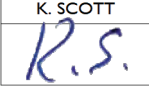

PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule	
Approved: 7/19/2019	
K. SCOTT	J. DIETRICH
	

MCASF / Local Union 725 Collective Bargaining Agreement, Exhibit D: Wage & Benefit Schedule

Effective date: July 16, 2021											
JOURNEYMEN	Building Trades Journeymen							NSMA / Division Journeymen & Helpers			
	General Foreman	Foreman	R5	R1	R2	R3	R4	MESJ	MES2	MES3	MAT
Percentage of RI:	125%	115%	100%+\$2		80%	65%	55%	100%	50%	50%	35%
Taxable wage rate	\$48.98	\$45.06	\$41.18	\$39.18	\$31.34	\$25.47	\$21.55	\$39.18	\$19.59	\$19.59	\$13.71
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.85	\$6.85	\$6.60	\$6.60	\$6.85	\$6.85	\$6.60	\$3.65
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	n/a
Pension	\$4.70	\$4.70	\$4.70	\$4.70	\$4.45	\$3.95	n/a	\$4.70	\$4.45	\$3.95	\$1.50
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	n/a	\$0.55	\$0.55	\$0.55	n/a
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.90	\$0.80	\$1.00	\$1.00	\$0.90	\$0.80	n/a
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$14.65	\$14.65	\$14.65	\$14.65	\$14.30	\$13.45	\$9.15	\$14.65	\$14.30	\$13.45	\$6.20
Total employee package	\$63.63	\$59.71	\$55.83	\$53.83	\$45.64	\$38.92	\$30.70	\$53.83	\$33.89	\$33.04	\$19.91

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38

APPRENTICES & TRAINEES	Pre-App A&B	1st year	2nd year	3rd year	4th year	5th year
Percentage of RI:	30%	40%	45%	55%	60%	75%
Taxable wage rate	\$11.75	\$15.67	\$17.63	\$21.55	\$23.51	\$29.39
Health & Welfare	n/a	n/a	\$5.70	\$5.70	\$5.70	\$6.15
FBRC	n/a	n/a	n/a	n/a	n/a	n/a
Pension	n/a	\$0.35	\$0.35	\$0.35	\$2.55	\$2.60
Pension Recovery	n/a	n/a	n/a	n/a	\$0.50	\$0.50
DC (401a) Plan	n/a	n/a	n/a	n/a	\$0.69	\$0.80
Local Education	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
International Training	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Total employee fringes	\$1.05	\$1.40	\$7.10	\$7.10	\$10.49	\$11.10
Total employee package	\$12.80	\$17.07	\$24.73	\$28.65	\$34.00	\$40.49

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr
MCASF assessment	n/a	n/a	\$0.38	\$0.38	\$0.38	\$0.38

The following fringes shall be paid on hours paid: H&W, FBRC, Pension, Pension Recovery, DC. Contributions paid on overtime hours shall be computed on the same basis as wages.

The following contributions shall be paid on hours worked: JATC, International Training Fund, MCASF assessment.

LU725 Working Assessment: 2% of gross wages + \$0.30 per hour worked applies to all classifications as an after tax wage deduction.

Apprentices: Add \$1.00 per hour premium pay for apprentices who hold a Journeyman license. Proof of license must be provided by Local Union 725 upon referral / effective date.

Apprentices: Add \$0.50 per hour premium pay for apprentices who hold a certificate approved by the JATC. Proof of certificate must be provided by LU725 upon referral / effective date.

As per section 8.05, Owner-Operators are required to report a minimum on 40 hours per weekly reporting or 173.33 per monthly reporting.

PARTICIPATION AGREEMENT	Full benefit package		H&W, DC, DB		H&W only	
	PTF-1	PTF-1U	PTF-2U	PTF-2	PHW1	PHW2
	ALUMNI	ALUMNI	ALUMNI	NON-ALUMNI	ALUMNI	NON-ALUMNI
Health & Welfare	\$6.85	\$6.85	\$6.85	\$6.60	\$6.85	\$6.60
FBRC	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Pension	\$4.70	\$4.70	\$4.70	\$4.70	\$0.00	\$0.00
Pension Recovery	\$0.55	\$0.55	\$0.55	\$0.55	\$0.00	\$0.00
DC (401a) Plan	\$1.00	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
Local Education	\$0.95	\$0.95	n/a	n/a	\$0.00	\$0.00
International Training	\$0.10	\$0.10	n/a	n/a	\$0.00	\$0.00
Total fringe package	\$14.65	\$14.65	\$13.60	\$13.35	\$7.35	\$7.10

Non-fringe benefit contributions:

LU725 assessment	2% +\$0.30/hr	2% +\$0.30/hr	2% +\$0.30/hr	n/a	n/a	n/a
MCASF Contribution	\$0.38	n/a	n/a	n/a	n/a	n/a

PTF-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PTF-1U: Applies to FT alumni, non-bargaining unit employees working as union officials (BM, BA or organizer).

PTF-2U: Applies to FT alumni, non-bargaining unit employees working as training coordinator & fulltime instructors.

PTF-2: Applies to FT non-alumni, non-bargaining unit employees working for LU725, MCASF or the Service Corp.

PHW-1: Applies to FT alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

PHW-2: Applies to FT non-alumni, non-bargaining unit employees who are working as owners or are working for a signatory employer in a non-bargaining employee capacity.

Note: PTF-2 and PHW-2 are not eligible for the retiree subsidy; therefore, H&W contribution is \$.25 less.

Official approved schedule
Approved: 7/19/2019
K. SCOTT J. DIETRICH
K.S. *J.D.*

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Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

BLD2123540P1 - Building Automation Systems Services - County Facilities

Reference for: Siemens Industry, Inc

Organization/Firm Name providing reference:

Miami-Dade County

Contact Name: David Garcia

Title: BMS

Reference date:

Contact Email: dgarcia@miamidade.gov

Contact Phone: (305) 375-4217

Name of Referenced Project: Ongoing BMS Service Contract

Contract No.

Date Services Provided:

Project Amount:

N/A

2,000,000.00

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Ongoing maintenance and repairs of multiple facilities.

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.

Vendor Reference Verification Form – RFPs, RLIs, RFQs
(Revised 1/22)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: SIEMENS INDUSTRY INC

Receipt #: 181-3435
Business Type: ELECTRICAL/ALARMS/CONTRACTOR
(ALARM CONTR)

Owner Name: MATTHEW WILLIAM JORDAN /QUAL
Business Location: 3021 N COMMERCE PKWY
MIRAMAR
Business Phone: 954-364-6600

Business Opened: 07/27/1998
State/County/Cert/Reg: EC13005752
Exemption Code:

Rooms Seats Employees Machines Professionals
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DUCHARME, MCMILLEN & ASSOC. ATTN:
PO BOX 80600
INDIANAPOLIS, IN 46280

Receipt # 1CP-20-00011075
Paid 07/23/2021 27.00

2021 - 2022



BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL

Contractors must send proof of current Broward County Certificate of Competency or State License.

The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.

The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.

If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

TRANSFER OF OWNERSHIP/NAME OF BUSINESS/BUSINESS LOCATION

Your request for changes will not be processed without the transfer fee, which is 10% of the base annual fee, not less than \$3.00 or more than \$25.00.

Submit current receipt with your changes indicated in the spaces provided below.

If you cannot submit the current receipt, please fill out affidavit for transfer. The form may be found at:
<http://www.co.broward.fl.us/revenue/rvi00506.pdf>

Businesses regulated by the State or local agencies, must show correction of name or address before the Business Tax Receipt can be transferred.

- | | | |
|--|---|--|
| 1. New ownership/Name of Business
(submit current receipt and fee) | 2. New business location
(submit current receipt and fee) | 3. Mailing address change only
(no fee required) |
|--|---|--|

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New Fed. I.D. or SS# _____

EXCEPTIONS: A.) Exempt receipts are not transferable from one owner to a new owner.
B.) Professional receipts are not transferable from one individual to another individual.

No longer doing business in Broward County. _____
Signature

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: SIEMENS INDUSTRY INC

Receipt #: 183-1873
Business Type: HEATING/AIRCONDITION CONTRACTR
(MECHANICAL CONTR)

Owner Name: EDWARD J LANZILLO/QUAL
Business Location: 3021 N COMMERCE PKWY
MIRAMAR

Business Opened: 08/15/1997
State/County/Cert/Reg: CMC056249
Exemption Code:

Business Phone: 954-364-6600

Rooms Seats Employees Machines Professionals
300

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DUCHARME, MCMILLEN & ASSOC. ATTN:
PO BOX 80600
INDIANAPOLIS, IN 46280

Receipt # 1CP-20-00011079
Paid 07/23/2021 150.00

2021 - 2022



BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL

Contractors must send proof of current Broward County Certificate of Competency or State License.

The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.

The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.

If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

TRANSFER OF OWNERSHIP/NAME OF BUSINESS/BUSINESS LOCATION

Your request for changes will not be processed without the transfer fee, which is 10% of the base annual fee, not less than \$3.00 or more than \$25.00.

Submit current receipt with your changes indicated in the spaces provided below.

If you cannot submit the current receipt, please fill out affidavit for transfer. The form may be found at:
<http://www.co.broward.fl.us/revenue/rvi00506.pdf>

Businesses regulated by the State or local agencies, must show correction of name or address before the Business Tax Receipt can be transferred.

- | | | |
|--|---|--|
| 1. New ownership/Name of Business
(submit current receipt and fee) | 2. New business location
(submit current receipt and fee) | 3. Mailing address change only
(no fee required) |
|--|---|--|

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<hr/>	<hr/>	<hr/>

New Fed. I.D. or SS# _____

EXCEPTIONS: A.) Exempt receipts are not transferable from one owner to a new owner.
B.) Professional receipts are not transferable from one individual to another individual.

No longer doing business in Broward County. _____
Signature



Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

BLD2123540P1 - Building Automation Systems Services - County Facilities

Reference for: Siemens Industry, Inc

Organization/Firm Name providing reference:

Joe DiMaggio Children's Hospital

Contact Name: Terry Reardon Title: Facilities Director Reference date:

Contact Email: TReardon@mhs.net Contact Phone: (954) 265-0581

Name of Referenced Project: Ongoing BMS Service Contract

Contract No.	Date Services Provided:	Project Amount:
N/A	01/01/2022	150,000.00

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Ongoing maintenance and repairs of multiple facilities.

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.

Vendor Reference Verification Form – RFPs, RLIs, RFQs
(Revised 1/22)

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT
FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in Periscope S2G.

Covered Employer: Siemens Industry, Inc

Address: 3021 N Commerce Parkway

Local Contact: Joe Summerlin E-Mail Address: joesummerlin@siemens.com

Address: 3021 N Commerce Parkway

Contract BLD2123540P1 Building Automation Systems Services - County Facilities

Amount \$4,000,000

Using Agency Facilities Management Division

Served: Solicitation

No. and Title.

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$ 39.18 per hour and are provided health benefits valued at \$ 6.58 per hour.
- B. Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract

Name	Job Class	A or B	Name	Job Class	A or B
<u>Paul Schade</u>	<u>R-1 Mech</u>	<u>A</u>	_____	_____	_____
<u>Jorge Nieto</u>	<u>R-1 Mech</u>	<u>A</u>	_____	_____	_____

(Attach Additional sheets in the format above, if needed)

I, Joe Summerlin of Siemens Industry, Inc. hereby attest that (Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

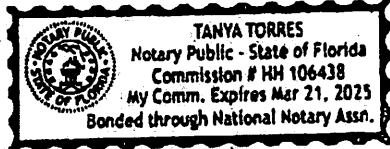
- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principal officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

Signature [Handwritten Signature] Title Sales Lead

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of Feb

2022

STATE OF Florida
COUNTY OF Broward



[Handwritten Signature]
Public)

My commission expires: 3/21/25
(SEAL) Notary Public (Sign name of Notary)

Personally Known or Produced Identification Type of Identification Produced:

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: Siemens Industry, Inc Contact Person: Joe Summerlin
Company Address: 3021 N Commerce Parkway
City: Miramar State: FL Zip: 33025 Phone: 954 914-1179

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: Facilities Management Division
Solicitation No. and Title: BLD2123540P1 Building Automation Systems Services - County Facilities
Using Agency Contact Name: Randy Plunkett Agency Contact Phone: _____
Contract Amount: \$ 4,000,000

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

- (LWO 26.103(f)(1); Wage History: Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.
- (LWO 26.103(f)(2); Contractual: Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

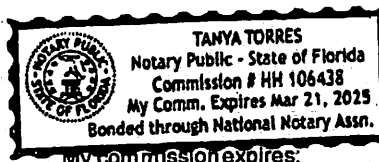
I, Joe Summerlin of Siemens Industry, Inc. hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

[Signature] Sales Lead Title
Signature

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of Feb, 2022

STATE OF Florida
COUNTY OF Broward



[Signature]
Notary Public (Sign name of Notary Public)

my commission expires: 3/21/25 (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____



Vendor Reference Verification Form for RFPs, RLIs and RFQs

Broward County Solicitation No. and Title:

BLD2123540P1 - Building Automation Systems Services - County Facilities

Reference for: Siemens Industry, Inc

Organization/Firm Name providing reference:

University of Miami

Contact Name: Jose Varona

Title: BMS

Reference date: 2/22/2022

Contact Email: j.varona@miami.edu

Contact Phone: (305) 297-7413

Name of Referenced Project: Ongoing BMS Service Contract

Contract No.

Date Services Provided:

Project Amount:

Total Annual Value

1,250,000.00

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Ongoing maintenance and repairs of multiple facilities.

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Responsive	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Your Firm	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to the Broward County Procurement Code.

Vendor Reference Verification Form – RFPs, RLIs, RFQs
(Revised 1/22)

**DELEGATION OF SIGNATURE AUTHORITY FORM
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

We, the undersigned, Scott Brady, Southeast Zone Vice President, and Alcindor Shaw, Southeast Zone Finance and Business Administration on behalf of **Siemens Industry, Inc. (Sli)**, for its **Building Technologies Division**, by virtue of the authority vested in us to sign *or* countersign and otherwise execute in the name, or on behalf of the Sli Building Technologies Division, the documents listed below for and on behalf of the Sli Building Technologies Division, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf.

Delegation 1 • Type of document:

Project Bids / Proposals:	X

Customer Contracts / Agreements:	X

Project Certificates / Affidavits:	X

Releases and Waiver of Liens	<u>X-FBAOnl</u>

Other: Subcontract Agreements, Fleet Approvals

Transactional Limit: \$2,000,000

Branch Manager

Jeffrey Goranson
Russell Reno
Matt Bennett
Travis Ezelle
Alfredo Bisbal
Richard Burvant
Ivan Aron
Jason Adcock
Greg Collins
Joshua Hudanish
Dan Mathewson

Branch FBA

Gil Rosado-Ortiz
James Pipes
Katy Niernari

Operations Manager

Barry Hunt

Transactional Limit: \$1,000,000

Ramon Alvarez, Operations Manager
Gregg Eaton, Sales Manager

Transactional Limit: \$75,000

Sheryl Johnson, Zone Controller (FBA)

Valid Until: Fixed Delegation

Delegation 2 - Type of document:

Project Bids / Proposals: -----

Customer Contracts / Agreements: -----

Project Certificates / Affidavits: -----

Releases and Waiver of Liens: -----

Other: Administer & Sign Certified Payroll

Transactional Limit: UnUmited

Pati Dieppa, Accountant

Valid Until: Fixed Delegation

Delegation 3 - Type of document:

Project Bids/ Proposals: -----

Customer Contracts / Agreements= -----

Project Certificates / Affidavits -----

Releases and Waiver of Liens:

Other; Approve & Sign Pay Applications

Transactional Limit: \$150,000

Angela Liles, Field Accounting Supervisor

Transactional Limit: \$350,000

Sheryl Johnson, Zone Controller

Valid Until: Fixed Delegation

Delegation 4 - Type of document:

Project Bids/ Proposals: -----

Customer Contracts / Agreements: -----

Project Certificates / Affidavits: -----

Releases and Waiver of Liens: -----

Other: Subcontract Agreements

Transactional Limit: \$.1,000,000

Robert Mott

Chris Summers

Transactional Limit: \$500,000

Jack Wentz

Brian Brumage

Garland Necaie

Brian Lynch

Eddie Bohannon

Pragash Sundaraja

Robert Porthouse

Rob Yance

Brian Greene

Bill Mitsch

Jeff Riddle

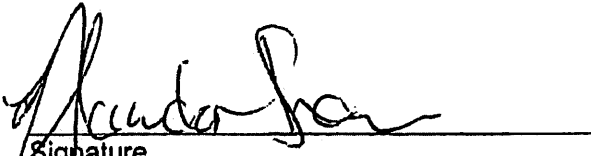
Valid Until: Fixed Delegation

We further designate and acknowledge that the signature(s) of the person(s) delegated above is (are) binding upon the SII Building Technologies Division in the above identified circumstances and shall have the same force and effect as would our signatures. Electronic (use of PKI card only) or wet signatures or a combination of both of the contract agreements or documents are allowed. Documents that require signature shall require two (2) signatures of the Authorized Signatures, one from Business Operations and one from FBA.

Effective Date: October 1st, 2018



Signature
Scott Brady
Southeast Zone Vice President



Signature
Alcindor Shaw
Southeast Zone FBA

**ACKNOWLEDGEMENT OF
APPOINTED SIGNATURE AUTHORITY FROM
PRESIDENT RUTH GRATZKE
AND HEAD OF FINANCE AXEL MEIER**

SIEMENS INDUSTRY, INC. - SMART INFRASTRUCTURE

- A. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$100,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operation</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Dana Soukup - RSS RAM President	Peter Kamps - RSS RAM Head of Finance

- B. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$20,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Brian Dula - DS Vice President	Michael Fountain - DS Sr. Director Finance
Barry Powell - EP Vice President	Markus Tusch - EP Sr. Director Finance
Rafael Ozaki - DG Vice President	Sabrina Wecking - DG Sr. Director Finance
John Karczmarczyk - BP Vice President	Bernd Hartmann - BP Sr. Director Finance, effective November 1, 2020

- C. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates,

affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$20,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>SI US Sales and Operations</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Ruth Gratzke - Sr. Vice President	Markus Tusch - Sr. Director Finance

- D. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>RAM Field Sales and Operations</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Dana Soukup, Sr. Vice President Field Operations	Chris Few, Field Operations Finance and Business Administration

- E. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$1,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>RAM Solutions and Service Portfolio (SSP)</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Brad Haeberle, Vice President SSP	David Galla, Vice President Finance and Business Administration, SSP

- F. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart

Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$100,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>RAM Sales and Business Excellence</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Rich Cillessen, Senior Director Field Sales and Operations	Ron Conklin, Director of Field Finance
Jola Sokolowski, Senior Director Business Excellence	Natasha Roszkowiak, Director of Performance Controlling
Tom Strollo, RSS Director of Competitiveness	Natasha Roszkowiak, Director of Performance Controlling

- G. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>RAM Field</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Eric Ackermann, Pacific Zone Vice President	Dirk Glaser, Pacific Zone Finance and Business Administration
Craig Banaszewski, Southwest Zone Vice President	Kristen Ruffing, Southwest Zone Finance and Business Administration
Joe Zydorowicz, Midwest Zone Vice President	Kai Hagen, Midwest Zone Finance and Business Administration
Scott Brady, Southeast Zone Vice President	Alcindor Shaw, Southeast Zone Finance and Business Administration
Bob Suermann, Atlantic Zone Vice President	Paul Schultz, Atlantic Zone Finance and Business Administration
Joe Peters, Northeast Zone Vice President	Jim Gerlach, Northeast Zone Finance and Business Administration
Mike Kearney, Enterprise Zone Vice President	Vic Percy, Enterprise Zone Finance and Business Administration

- H. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates,

affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>RAM Energy Performance Services (EPS)</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
John Kovach, EPS Vice President	Bob Kelly, EPS Finance and Business Administration

- I. We, the undersigned, Ruth Gratzke, President, and Axel Meier, Head of Finance, of Siemens Industry, Inc. - Smart Infrastructure (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Directors of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of Siemens Industry Inc. - Smart Infrastructure, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Procurement</u>	
<u>Finance/Central Support Function</u>	
Carl Oberland, Vice President Procurement	


- J. We further acknowledge that each of the signatures of the persons referred to in paragraph A, B, C, D, E, F, G, H and I are binding upon the Corporation.
- K. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- L. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- M. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of October 2020.




Ruth Gratzke
President
Siemens Industry, Inc.
Smart Infrastructure

Axel Meier
Head of Finance
Siemens Industry, Inc.
Smart Infrastructure



Ron DeSantis, Governor



Halsey Beshars, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LANZILLO, EDWARD JEROME
 SIEMENS INDUSTRY INC
 3021 N COMMERCE PARKWAY
 MIRAMAR FL 33025


LICENSE NUMBER: CMC056249

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Broward County Board of
County Commissioners

Supplier: Siemens Industry, Inc

BUILDING AUTOMATION SYSTEMS SERVICES – COUNTY FACILITIES

EXHIBIT B-1

**MAXIMUM HOURLY LABOR RATES
(Informational Purposes Only)**

The labor rates specified below may be used as a basis of negotiations for tasks associated with this solicitation. If not provided with submittal, the Proposer must submit within three business days of County’s request. Failure to timely submit this form and supporting documentation may affect the Proposer’s evaluation.

Prices must be entered for all items in accordance with Special Instructions to Vendors, Section B.6.

NOTE: This Form is for information only and will not be used for final evaluation and scoring for Price.

Hourly Services/Payment

Staff/Personnel	Rate per Hour
Title/Role Field/Remote Service Specialist	\$ 250 /hour
Title/Role Energy Engineer	\$ 340 /hour
Title/Role Engineer	\$ 308 /hour
Title/Role Mechanic	\$ 248 /hour
Title/Role Apprentice/Tradesman	\$ 222 /hour
Title/Role CSM/Project Manager	\$ 308 /hour
Title/Role Electrical Services Technician	\$ 320 /hour
Title/Role Electrician	\$ 198 /hour
Title/Role	\$ /hour
Title/Role	\$ /hour

Siemens Industry, Inc
Vendor Name

Supplier: Siemens Industry, Inc

**Standard Instructions to Vendors
Request for Proposals, Request for Qualifications, or Request for Letters of Interest**

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through Periscope S2G. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation. As provided in Section 21.40(a) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. In accordance with Section 21.40(a) of the Broward County Procurement Code, for solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the due date and time specified in the solicitation. Failure to timely submit may result in Vendor being deemed non-responsive by the Director of Purchasing. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to Special Instructions to Vendors, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to Lobbyist Registration Requirement Certification. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance, as provided in Section 21.40(b) of this Code. In accordance with Section 21.40(b) of the Broward County Procurement Code, a solicitation may only be awarded to a vendor who is determined to be responsible to provide the goods or services requested by the solicitation. If a response to a solicitation is submitted by a joint venture, the joint venture will not be eligible to receive an award unless each

member of the joint venture is determined to be responsible. A determination of responsibility shall be made only as to those vendors whose submissions have been determined to be responsive.

With respect to RFPs, RLI, and RFQs, the Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible.

Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. Financial Information

- a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements shall be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information submitted with the solicitation response.
- c. It is the Vendor's sole responsibility to comply with all state and local business requirements.

- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the Vendor Questionnaire, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the Affiliated Entities of the Principal(s) Certification Form.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. **Insurance Requirements**

The Insurance Requirement Form reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can provide the insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be completed and submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

1. **Vendor Questionnaire and Standard Certifications**

Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.

- a. Cone of Silence Requirement Certification
- b. Drug-Free Workplace Certification
- c. Non-Collusion Certification
- d. Public Entities Crimes Certification
- e. Scrutinized Companies List Certification

2. **Subcontractors/Subconsultants/Suppliers Requirement**

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's solicitation response and will be considered by the Evaluation

Committee.

2. The applicable Agreement terms and conditions for this solicitation are indicated in the Special Instructions to Vendors.
3. Vendors are required to review the applicable terms and conditions and submit the Agreement Exception Form. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price})}{\text{Price Score}}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Evaluation Committee will create a short list of the most qualified firms.
 - b. The Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

Refer to Special Instructions to Vendors. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the

nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

G. Presentations

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Evaluation Committee appointment and for County Commissioners and Commission staff upon the first meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.
3. To submit confidential material, three copies (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" with the solicitation number, title, date and the time of solicitation opening to:
Broward County Purchasing Division 115
South Andrews Avenue, Room 212Fort
Lauderdale, FL 33301
4. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
5. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

- a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
- b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable;and
- c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall proceed to negotiations with that vendor. If

impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification (Requirement and Tiebreaker);
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

An Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.
2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.
3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

S. Vendor Protest

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the

following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.
2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.
3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.

Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Mandatory Bid Amount up to \$250,000	\$500
\$250,000 - \$500,00	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the form of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

T. RIGHT TO APPEAL

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.
2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.
3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

U. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

V. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next-ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County. In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, negotiations resulting from Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.
5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.
9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of

solicitation opening to:

Broward County Purchasing Division 115
South Andrews Avenue, Room 212Fort
Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised May 1, 2021

Supplier: Siemens Industry, Inc

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **Siemens Industry, Inc.**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN): **13-2762488**
4. Dun and Bradstreet No.: **01-094-4650**
5. Website address (if applicable): **www.industry.siemens.com**
6. Principal place of business address: **100 Technology Drive
Alpharetta GA 30005**
7. Office location responsible for this project: **3021 N Commerce Parkway
Miramar, FL 33025**
8. Telephone no.: **770-751-2000** Fax no.: **866-699-0046**

9. Type of business (check appropriate box):

- | | |
|--|---|
| Corporation (specify the state of incorporation: | <input checked="" type="checkbox"/> Delaware |
| Sole Proprietor | <input type="checkbox"/> |
| Limited Liability Company (LLC) | <input type="checkbox"/> |
| Limited Partnership | <input type="checkbox"/> |
| General Partnership (State and County Filed In) | <input type="checkbox"/> |
| Other – Specify | <input type="checkbox"/> |

10. List [Florida Department of State, Division of Corporations](#) document number (or registration number if fictitiousname):

11. List name and title of each principal, owner, officer, and major shareholder:

- a) **Ruth Gratzke CEO**
- b) **Marsha Smith CFO, Treasurer**

c) **Lisa Greene General Counsel**

d)

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Joe Summerlin**

Title: **Sales Lead**

E-mail: **joesummerlin@siemens.com**

Telephone No.: **954 914-1179**

Name: **Dan Mathewson**

Title: **General Manager**

E-mail: **dan.mathewson@siemens.com**

Telephone No.: **(315) 263-4165**

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
- Living Wage had an effect on the pricing. Yes No N/A
- If yes, Living Wage increased the pricing by: % or decreased the pricing by %.
22. Participation in Solicitation Development:

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.

If this box is checked, provide the following: Name of Person the information was provided:

Title:

Date information provided:

For what purpose was the information provided?

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of

Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The vendor understands that they may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (refer to the Cone of Silence Ordinance).
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

Joe Summerlin
*AUTHORIZED SIGNATURE/NAME

Sales Lead
TITLE

02/22/2022
DATE

Vendor Name: **Siemens Industry, Inc.**

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also

certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Supplier: Siemens Industry, Inc

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Joe Summerlin
Authorized Signature/Name

Sales Lead
TITLE

Siemens Industry, Inc
Vendor Name

02/22/2022
DATE

Revised May 1, 2021

Supplier: Siemens Industry, Inc

DOMESTIC PARTNERSHIP ACT CERTIFICATION (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed should be returned with the Vendor's submittal. If the is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, theVendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Joe Summerlin
Authorized Signature/Name

Sales Lead
Title

Siemens Industry, Inc
Vendor Name

02/22/2022
Date

Revised May 1, 2021

Supplier: Siemens Industry, Inc

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract with Broward County, in the amount of \$100,000 or more, shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

Vendor certifies it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **Joe Summerlin**

VENDOR NAME: **Siemens Industry, Inc.**

TITLE: **Sales Lead**

DATE: **02/22/2022**

Revised May 1, 2021

Supplier: Siemens Industry, Inc

Office of Economic and Small Business Requirements: CBE Goal Participation

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.
- B. The CBE participation goal will be established based on the expected expenditure amount for the proposed scope of services for the project. The Office of Economic and Small Business Development (OESBD) will not include alternate items, optional services or allowances when establishing the CBE participation goal. If the County subsequently chooses to award any alternate items, optional services or allowances as determined by OESBD and the Contract Administrator to be related to the scope of services, OESBD may apply the established CBE participation goal. In such an instance, the County will issue a written notice to the successful Vendor that the CBE participation goal will also apply to the alternate items, optional services or allowances. Vendor shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Vendor to submit the required forms may result in the rejection of Vendor's solicitation submittal prior to the award or failure to comply with the contract requirements may have an impact on the vendor performance evaluation post award, as applicable.
- C. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; Vendor should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier** for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
 2. If Vendor is unable to attain the CBE participation goal, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information. The is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- D. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- E. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders/Offerors, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. Vendor must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the County's payment of Vendor under the contract.

Revised May 1, 2021

Supplier: Siemens Industry, Inc

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <hr/> Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor’s Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: Siemens Industry, Inc.

Revised May 1, 2021

Supplier: Siemens Industry, Inc

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:
Names of Affiliated Entities:
Principal's Name:
Names of Affiliated Entities:
Principal's Name:
Names of Affiliated Entities:

Authorized Signature Name: **Joe Summerlin**

Title: **Sales Lead**

Vendor Name: **Siemens Industry, Inc.**

Date: **2/22/2022**

Revised 11/24/2021

Supplier: Siemens Industry, Inc

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the Insurance Requirement Form indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid. A party may be debarred for failure of a vendor awarded a contract to provide the required insurance within ten (10) days after demand therefor by the Purchasing Division.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being

delivered: **Vendor Vehicle**

Vendor Name: **Siemens Industry, Inc**

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations

are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars(\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all

deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Revised May 1, 2021

Supplier: Siemens Industry, Inc

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

There are no exceptions to the contract terms and conditions state in this solicitation; or

The following exceptions are taken to the contract terms and conditions state in this solicitation:
(use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
	Sperate document provided	

Vendor Name: Siemens Industry, Inc

Revised May 1, 2021

Supplier: Siemens Industry, Inc

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION
FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	Energy Audit and Performance Consultant Services Part Two – Energy Savings Performance Agreement	R1243101P1	Facilities	12/1/2019	\$7,786,003	\$973,512
2.	Building Automation Services - Optional Services	R1305709P1	Facilities	06/07/2016	\$1,314,510	\$ 100,331
3.						
4.						
5.						
6.						
7.						

Grand Total **\$9,100,513** **\$1,073,843**

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: Siemens Industry, Inc.

Joe Summerlin
Authorized Signature/Name

Broward County Board of
County Commissioners
Sales Lead
Title

02/23/2022
Date

**VOLUME OF PREVIOUS PAYMENTS ATTESTATION
FORM FOR JOINT VENTURE**

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/Name

Title

Date

Revised May 1, 2021

Supplier: Siemens Industry, Inc

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County [Code of Ordinances, Section 1-74](#), et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the [Broward County Procurement Code](#) provides location as the first tiebreaker criteria. Refer to the ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer (“BAFO”) and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid. Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County’s written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

Option 1: The Vendor is a **Local Business**, but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by [Section 1-74, Broward County Code of Ordinances](#). The Vendor further certifies that:

- A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
- i. a physical business address located within the limits of Broward County, listed on the Vendor’s valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the “Local Business Location”).

If Option 1 selected, indicate **Local Business Location**:

**3021 N Commerce Parkway
Miramar, FL 33025**

Option 2: The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - ii. in an area zoned for the conduct of such business,
 - iii. that the Vendor owns or has the legal right to use, and
 - iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

Option 3: The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

- A. The Vendor has continuously maintained:
 - i. for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),
 - ii. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),
 - iii. in an area zoned for the conduct of such business,
 - iv. that the Vendor owns or has the legal right to use, and
 - v. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");
- B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;
- C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;
- D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and
- E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

Option 4: The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

- A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or
- B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in the joint venture; and/or
- C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in the joint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

Option 5: Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 (**Local Business or Locally Based Business**):

1. Broward County local business tax receipt.

Option 3 (**Locally Based Subsidiary**)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names of parent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entities name(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the Local Business Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interests in the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which the activities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifying Local Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: Joe Summerlin

TITLE: Sales Lead

VENDOR NAME: Siemens Industry, Inc.

DATE: 02/22/2022

Revised May 1, 2021

Supplier: Siemens Industry, Inc

Workforce Investment Program Requirements:

- A. In accordance with [Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program](#) (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize [CareerSource Broward](#) (CareerSouce) and their contract partners as a firstsource for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and
 10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification may be obtained on the Office of Economic and Small Business Development website:
broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program

requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.

- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program

Siemens Industry, Inc. (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

Joe Summerlin
AUTHORIZED SIGNATURE/NAME

Sales Lead
TITLE

02/22/2022
DATE

Revised May 1, 2021

Supplier: Siemens Industry, Inc

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None -

- 1. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:
- 2. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:
- 3. Subcontracted Firm's Name:
Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:
Subcontracted Firm's Address:
Subcontracted Firm's Telephone Number:
Contact Person's Name and Position:
Contact Person's E-Mail Address:
Estimated Subcontract/Supplies Contract Amount:
Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Joe Summerlin
Authorized Signature/Name

Sales Lead
Title

Siemens Industry, Inc.
Vendor Name

02/22/2022
Date

Revised 11/24/2021

Supplier: Siemens Industry, Inc

Security Requirements

A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy. A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation

must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration. Consultant/contractor also agrees to comply with the County's Airport Security Program and the Restricted Area ("RA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to insure that sub consultants/subcontractors, employees, invitees and guests of Consultant/contractor observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Consultant/contractor, its sub consultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Consultant/contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Consultant/contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
 - a) Access to Security Identification Display Areas and Identification Media. Consultant/contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, consultant/contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of consultant/contractor's personnel transferred from the Airport, or terminated from the employ of the consultant/contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, consultant/contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The consultant/contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the consultant/contractor to conduct background investigations

and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- b) Operation of Vehicles on the RA: Before the consultant/contractor shall permit any employee of consultant/contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the RA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any subconsultant/subcontractor operating on the RA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- c) Consent to Search/Inspection: The consultant/contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the RA. The consultant/contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the RA unless and until such employee or other person has executed a written consent-to-search/inspection acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection shall not be employed by the consultant/contractor or by any sub consultant/subcontractor at the Airport in any position requiring access to the RA or allowed entry to the RA by the consultant/contractor or by any sub consultant/subcontractor.
- d) Consultant/contractor understands and agrees that if any of its employees, or the employees of any of its sub consultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.
- e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this

Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Revised May 1, 2021

Supplier: Siemens Industry, Inc



Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, which is available here: <https://www.broward.org/purchasing>.

1. Right to Object

The right to object is available for solicitations conducted through Requests for Proposals ("RFPs"), Requests for Letters of Interest ("RLIs"), or Requests for Qualifications ("RFQs"). In such solicitations, vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed ranking is posted on the Purchasing Division's website. The contents of an objection must comply with the requirements set forth in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of the right to object.

2. Right to Protest

The right to protest is available for RFPs, RLIs, or RFQs and in solicitations conducted through Invitations to Bid ("ITBs") with a value equal to or greater than the Mandatory Bid Amount (i.e. \$100,000). In RFPs, RLIs, or RFQs, vendors may protest a proposed ranking made by an Evaluation Committee. In ITBs, vendors may protest a proposed award.

In all cases, protests must be filed in writing within five (5) business days after a proposed award or ranking is posted in Purchasing Division's website. Additional requirements for a protest are set forth in Part X of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of protest rights.

Vendors may appeal the denial of a protest. Appeals may require payment of an appeal bond. Additional requirements for an appeal are set forth in Part XII of the Broward County Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

3. Cone of Silence: Right to Contact OESBD

Please be aware that a Cone of Silence remains in effect for competitive solicitations until a solicitation is completed or a contract is awarded. During that time period, vendors may not contact certain County officials and employees regarding a solicitation. Substantial penalties may result from even an unintentional violation. For further information, please contact the Purchasing Division at 954-357-6066 or refer to the Cone of Silence Ordinance which is available here: <http://www.broward.org/Purchasing/Documents/ConeofSilence.pdf>

Vendors may communicate with a representative of the Office of Economic and Small Business Development ("OESBD") at any time regarding a solicitation or regarding participation of Small Business Enterprises or County Business Enterprises in a solicitation. OESBD may be contacted at (954) 357-6400. The Cone of Silence also permits communication with certain other County employees (please see the Cone of Silence Ordinance at the above link for further details).

Revised May 1, 2021