



**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR BUILDING
AUTOMATION SYSTEMS SERVICES (RFP # [REDACTED])**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and [REDACTED], a [REDACTED] corporation (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Director of Facilities Management Division or such other person designated by the Director of Facilities Management Division in writing.
- 1.4. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.
- 1.6. **Purchasing Director** means County’s Director of Purchasing.
- 1.7. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A, and any Optional Services procured under this Agreement.
- 1.8. **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.9. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

- Exhibit A** **Scope of Services**
- Exhibit A-1** **Locations, Covered Equipment & Frequency of Service**
- Exhibit B** **Payment Schedule**
- Exhibit B-1** **Pricing for Non-Covered Planned Services**

Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Prevailing Wage Statement of Compliance
Exhibit F	CBE/SBE Subcontractor Schedule and Letters of Intent
Exhibit G	Certification of Payments to Subcontractors and Suppliers
Exhibit H	Business Associate Agreement
Exhibit I	ETS Security Requirements
Exhibit J	General Security Requirements

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Contractor and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County of any Work Authorization is greater than \$7,500.00 but is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator. For Optional Services purchases in amounts that are \$7,500.00 or less, the Contract Administrator may authorize such purchases through written methods other than a Work Authorization. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

3.3. If Contractor is performing Services, including Optional Services, under a Work Authorization scheduled to be completed after the expiration of this Agreement, Contractor

agrees to continue those Services until completion under the same terms and conditions as stated in the existing Work Authorization and this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end three (3) years thereafter (“Initial Term”), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the “Term.”

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by sending notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this extension option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. All prices for the Initial Term shall remain fixed in accordance with the pricing stated in Exhibit B. After the completion of the Initial Term, Contractor may request a price increase for any applicable Extension Term. This request must be in writing and submitted to the Contract Administrator at least ninety (90) days prior to the start of the next Extension Term, accompanied by documentation to substantiate the need for the price increase. The Contract Administrator, in its sole discretion, will determine if the requested adjustment is in the best interest of the County. Any approved price adjustment (increased or decreased, as applicable) will be consistent with the Miami-Ft. Lauderdale Consumer Price Index for all Urban Consumers (“CPI-U”). The Contract Administrator may also initiate a price increase or decrease consistent with the CPI-U. The increase or decrease in CPI shall be calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County. The contract price adjustment for any year shall not exceed a maximum change of three percent (3%). Hourly rate prices, terms, and conditions included in Exhibit B-1, Pricing for Non-Covered Planned Services, are not eligible

for the price adjustment described above. However, ninety (90) days prior to the start of the next Extension Term, the parties may negotiate the terms for Services described in Exhibit B-1, Pricing for Non-Covered Planned Services, for that Extension Term. The starting point for this negotiation will be the current published Contractor rates at the time multiplied by a 0.85 multiplier (a 15% discount). The negotiated hourly rates for any Extension Term shall be adjusted according to the parties' negotiation. Written notification will be sent to Contractor by the Contract Administrator of the decision to accept or decline any proposed price increases. All other terms and conditions shall remain fixed for the Agreement's Term.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Goods and Services	\$
Reimbursable Expenses	\$
Optional Services	\$
TOTAL NOT TO EXCEED	\$

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Contractor must submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Exhibit G) with each

invoice in which Subcontractor costs are charged. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

5.6. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service (“IRS”) Form W-8ECI, Contractor shall provide County a copy of Contractor’s current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor’s legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor’s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor’s compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor’s compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor’s compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a “public entity crime” as

defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. 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 grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6.12. Construction Apprenticeship Program. If this Agreement is a construction contract as defined in Section 26-9 of the Broward County Code of Ordinances, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Broward County Code of Ordinances.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, 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.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On 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.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and

defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect

the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.

9.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party 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 Agreement. Contractor shall include the

foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit F (or a CBE firm substituted for a listed firm, if permitted) for ten percent (10%) of Optional Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit F and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.4. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor 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. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81.

Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.6. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.7. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.8. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.9. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade

secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, LBANKS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Facilities Management Division
Attn: Scott Campbell, Director
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: scampbell@broward.org

FOR CONTRACTOR:

[REDACTED]

Email address: [REDACTED]

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Contractor as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Contractor shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit E.

11.25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.26. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

11.27. Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.28. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.29. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.30. Additional Security Requirements. Contractor shall comply with the ETS Security Requirements attached hereto as Exhibit I.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the [redacted] day of [redacted], 20[redacted], and Contractor, signing by and through its [redacted] duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
[redacted] day of [redacted], 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Matthew Haber (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND _____ FOR BUILDING
AUTOMATION SERVICES (RFP # _____)

CONTRACTOR

WITNESSES:

CONTRACTOR NAME

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20__

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A
Building Automation Systems Services – County Facilities
Scope of Services

1. Introduction

- 1.1. Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals to comply with the minimum service requirements contained in this scope as part of the Services provided under this Agreement. Services include the maintenance, installations, repairs, upgrades and other services on various Building Automation Systems (“BAS”) at Broward County’s (“County”) facilities. Services shall be all inclusive.
- 1.2. Contractor may provide tools, documentation, panels, or other control equipment in County's building for Contractor's convenience in performing Contractor's services. That equipment shall remain Contractor's property. Contractor retains the right to remove such items at any time during the term, or upon the termination, of this Agreement.
- 1.3. Contractor shall be able to support all editions of the systems, including BACNET communication interface system.
- 1.4. Contractor shall be able to provide upgrades to hardware and software, including custom programming if needed.
- 1.5. Planned Services by Contractor consist of furnishing the necessary preventive maintenance, diagnostics and repair and replacement labor, as further described in Section 2 below, for a complete full coverage service program, for a fixed monthly fee.
- 1.6. The use of Optional Services will be through the process described in Section 3.2 of the Agreement, each with a defined scope of work further described below.
- 1.7. BAS located at facilities included in this scope are:
 - 1.7.1. Johnson Controls, to include Metasys, PMI, ADX server and all related software associated with the ADX server.
 - 1.7.2. Carrier Comfort Control Network to include I-View web enabled software.
 - 1.7.3. Trane Tracer Summit, to include all software associated with the Trane Tracer Summit system.
 - 1.7.4. KMC to include KMC In Touch software.
 - 1.7.5. iWorx Innovex Technologies iWorx LCI-2.
 - 1.7.6. Talon/Niagara, to include Tridium JACE and Reliable Controller Service.
 - 1.7.7. Siemens, to include Desigo CC, Insight, Apogee and all software associated with the Siemens systems.
- 1.8. The County reserves the right to add locations to this contract as such locations may be acquired or delete locations in the event they are no longer used.

- 1.9. The County reserves the right to add additional equipment at existing locations covered by this contract as such additional equipment may be acquired or delete equipment in the event it is no longer used.
- 1.10. In the event additional related services may be required to maintain the covered equipment as part of Planned Services the parties will agree to an appropriate price adjustment.
- 1.11. 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.
- 1.12. County shall have the right to direct Contractor to suspend services at any covered location upon thirty (30) days written notice from the Contract Administrator or designee. Within thirty (30) days after the receipt of such notice, Contractor shall cease providing services, and shall cease billing the County for such services, for the relevant covered location(s).

2. Planned Services

- 2.1. Contractor shall maintain the BAS in each County facility listed in Exhibit A-1 in continuous top operating condition in accordance with each BAS manufacturer's specifications and recommendations and industry standards.
- 2.2. Contractor shall maintain systems for sequencing of equipment operations, ensuring optimum temperature and relative humidity control, maximizing conservation of energy, the continuous collection of building interval data, and providing remote access to building/system data 24-hours/day, 7-days/week.
- 2.3. BAS shall provide data collection for general facility performance including, but not limited to, analytics, charts and graphs which indicate both current building performance and opportunities for building and HVAC system performance improvement.
- 2.4. Work to be provided by Contractor, as outlined in this section, includes, but is not limited to, the equipment and tasks listed in Exhibit A-1. It is also for equipment of similar size, type, manufacturer and make that may require maintenance and repair.
- 2.5. The Maintenance Schedule provided in Exhibit A-1 shall be the minimum level of service provided by Contractor for pricing the Planned Service fee. Contractor shall perform equipment analysis to determine if any value-added changes could optimize the schedule and manufacturer's suggested service interval using automation, condition monitoring or other methods of failure detection.
- 2.6. For covered equipment and tasks contained in Exhibit A-1, Planned Service provided by

Contractor shall include:

- 2.6.1. Routine monthly, quarterly, semi-annual and annual inspections.
 - 2.6.2. Preventive maintenance service in accordance with a computer-generated, month-by-month program of standardized maintenance routines.
 - 2.6.3. Repair labor and repair material including, but not limited to, all mechanical, electrical and electronic parts that are part of the BAS and supplies incidental to such services.
 - 2.6.4. RTF, run-to-failure strategy, whereby repair service is provided when a device fails.
- 2.7. Contractor shall respond to service calls related to BAS performance and correct any problems in accordance with the following:
- 2.7.1. Response times are defined by the criticality of the call and type listed below:
 - 2.7.2. Emergency, initial response onsite within two (2) hours on a 24 hours/day, 365 days/year basis.
 - 2.7.3. Urgent, initial response by next calendar day.
 - 2.7.4. Routine, action required at next scheduled visit.
- 2.8. Contractor shall repair or replace failed or worn components with new or reconditioned components from the original control and/or automation manufacturer to ensure system compatibility unless approved otherwise by Broward County.
- 2.9. Components that are suspected of being faulty may be repaired or replaced in advance at County's discretion to prevent system failure.
- 2.10. After each service call, Contractor shall send a detailed, completed copy of the work ticket to the County explaining findings and work performed. This work ticket must be emailed to Broward County within two business days.
- 2.11. Contractor shall furnish and install annual software updates per manufacturer directives to maintain or improve present performance within the functional capabilities of the existing system.
- 2.11.1. Contractor shall provide the services described in this paragraph for all the operating and applications software packages currently comprising BAS.
 - 2.11.2. If new software packages are purchased and installed in BAS by Contractor, they may be included under Planned Service coverage for an incremental charge to County. Said incremental charge to County may only be made after County provides express, written approval for said purchase(s) and charge(s).
 - 2.11.3. Each time the Contractor installs software revisions, 2-4 hours of training shall be provided to County to inform the Facilities Management Division employees as to how each enhancement will benefit them.
- 2.12. Contractor shall provide consultation to assist the system user(s) in identifying, verifying, and resolving system problems. This includes adding programs, database, or graphics.

- 2.13. Should a catastrophic event occur, Contractor must respond onsite or online, to reload the databases and system files from their stored backup copy, to restore BAS operation as soon as possible.
- 2.14. If the equipment must be shut down for service or repairs, Contractor shall coordinate the schedule with County prior to any shutdown.

3. Exclusions to Planned Service

- 3.1. Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper.
- 3.2. Calls resulting from lack of operator-level preventive maintenance, site-related problems or operator error.
- 3.3. Service calls due to failures resulting from acts of God, abuse or misuse of equipment, alterations, modifications or repairs to equipment not performed or provided by Contractor.
- 3.4. Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control as determined by Contract Administrator.
- 3.5. Service calls required because Contractor had previously been denied access to the equipment.
- 3.6. External electrical wiring, hydronic and pneumatic piping, and structural supports.
- 3.7. Repair or replacement of obsolete equipment and controls where parts are no longer readily available (either used, new old stock or refurbished by the original manufacturer).
 - 3.7.1. For any equipment, software, controls, or parts that Contractor states are obsolete, Contractor must provide County with a letter from the Original Equipment Manufacturer (OEM) stating that such item is no longer available.
- 3.8. Hazardous Waste:
 - 3.8.1. Hazardous wastes remain the property and the responsibility of the County even when removed from equipment or replaced by Contractor as provided by the terms of this Agreement.
 - 3.8.2. The County shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

4. Planned Service Reporting and Meetings

- 4.1. Contractor shall be required to create and maintain BAS maintenance and repair history data files. The files shall contain the schedule of site visits, all service tickets, all preventive maintenance tickets and all reports.
- 4.2. The service and preventive maintenance tickets prepared and maintained by Contractor shall include the following:
 - 4.2.1. Facilities Management Division (FMD) work order number.
 - 4.2.2. Contractor internal work order or reference number.
 - 4.2.3. All notes about the service.
 - 4.2.4. Recommended optional services.
 - 4.2.5. Any other facility-specific information as required by the County or the Contractor to facilitate the services for the BAS.
 - 4.2.6. Contractor shall email to the Contract Administrator or its designee a copy of the service record within 48 hours of each visit to a BAS site.
- 4.3. Contractor shall provide to County the following reports by the 5th day of every month:
 - 4.3.1. Completed Preventive Maintenance Service Delivery Report for the previous months scheduled activities.

The Preventive Maintenance Service Delivery Report will be comprised of the Covered Equipment List with the addition of 12 columns, one column for each month of the contract year, showing the schedule for inspections and completed inspections for each month.
 - 4.3.2. An alarm summary report.
 - 4.3.3. All reports that are identified in the service offerings and schedule will be presented in the month that the reports are completed.
- 4.4. Contractor shall provide to County the following reports by the 5th day of the month following each six-month term:
 - 4.4.1. VAV Box Testing per Exhibit A-1.
 - 4.4.2. Network Performance Testing per Exhibit A-1.
 - 4.4.3. PID Loop Testing per Exhibit A-1.
- 4.5. Bi-Weekly Meetings:
 - 4.5.1. A Contractor's representative shall attend a bi-weekly meeting with Contract Administrator or designee to discuss status of Planned Service maintenance schedules, findings, operating concerns and any other pertinent business activities.

5. Optional Services

- 5.1. The following services may be requested by County on an as needed basis and shall be completed by Contractor upon County's initiation of the process for Optional Services described in Section 3.2 of the Agreement:

- 5.1.1. Repairs to systems deemed to be excluded from Planned Service.
 - 5.1.2. Repairs to Building Automation Systems equipment at other County locations not listed within this scope.
 - 5.1.3. Reprogramming of equipment control sequences or alarm parameters to meet current County operations.
 - 5.1.4. Creating of custom system database reports.
 - 5.1.5. Development and implementation of new system graphics.
 - 5.1.6. Interfaces or data transfers to other support systems.
 - 5.1.7. County requested upgrades, enhancements, equipment replacement or system expansion to meet the County's operational needs.
- 5.2. Certification Services:
- 5.2.1. From time to time, County may request assistance with various professional certifications. As an Optional Service, Contractor shall assist with software applications, applications for certification, documentation, monitoring and verification, or other requirements.
 - 5.2.2. These certifications may include, but are not limited to, associations such as Energy Star, LEED, Green Buildings, AEE, ASHRAE, or others.
- 5.3. Enhancement engineering:
- 5.3.1. During normal activities, Contractor may uncover additional opportunities to save energy, improve performance, or avoid the likelihood of failure within a system or facility. Contractor shall communicate all such opportunities to Contract Administrator.
 - 5.3.2. County may uncover areas for improvement during their day-to-day operations.
 - 5.3.3. In addition to uncovering existing areas of improvement, technology advancements may yield opportunities for improvement. Contractor shall communicate all such opportunities to Contract Administrator.
 - 5.3.4. Some examples of these opportunities, and related services, include chiller plant efficiency improvements, energy studies, optimized operation of systems, equipment sequencing, program modifications, etc.
 - 5.3.5. As an Optional Service authorized by County, Contractor shall implement such improvement(s) pursuant to the requirements of this Agreement.
- 5.4. Investigative Services:
- 5.4.1. From time to time, County may request, as an Optional Service, that Contractor determine and document improvements or modifications needed to correct a specific problem or issue that exists. Contractor shall provide such Optional Service upon request by County.
 - 5.4.2. These problems may be uncovered during Contractor's normal activities or may be discovered by County during its normal activities.
 - 5.4.3. Some examples of these services include air quality analysis, equipment load calculations, generator/switch gear testing, test and balance of air and/or water systems, etc.

- 5.5. For any work contemplated under Optional Services, County reserves the right to have the Contractor's perform the work or to have the work performed by others, including County personnel.

6. Personnel

- 6.1. Contractor shall always maintain and have available a minimum of five (5) Certified Technicians, as defined below, to provide the Services required under this Agreement.
- 6.2. During the Term of this Agreement, Contractor shall provide: (i) a list of the names of the five (5) Certified Technicians, (ii) their respective resumes, and (iii) all relevant training certifications. Each Certified Technician listed shall always be available to provide the Services required under this Agreement.
- 6.3. A Certified Technician is one who meets all of the following criteria:
 - 6.3.1. Complies with Broward County's security requirements.
 - 6.3.2. Is trained and certified by the respective manufacturer of the BAS.
 - 6.3.3. Has at least five (5) years of maintenance/repair experience with the BAS the technician is certified on.
- 6.4. All Services shall be provided only by Certified Technicians utilizing only parts, materials, test equipment, tools, and techniques in conformity with the BAS manufacturers' published specifications and recommendations (or those substitutes approved in writing by the Contract Administrator.)
- 6.5. Contractor shall have trained personnel with relevant professional credentials in HVAC systems, energy management, and building automation optimization methodologies to be able to:
 - 6.5.1. Provide custom sequencing/programming of system operability.
 - 6.5.2. Provide required reports, maintenance schedules and renewal forecasts.
 - 6.5.3. Provide customized reports based on system collected data.
 - 6.5.4. Identify building system performance trends and deviations from normal operations.
 - 6.5.5. Prepare actionable recommendations to optimize HVAC system performance.
 - 6.5.6. Prepare recommendations for operational adjustments.
 - 6.5.7. Prepare risk analysis of emergency maintenance or failure.
 - 6.5.8. Develop Energy Conservation Measures (ECMs).

7. Broward County's responsibilities

- 7.1. County agrees to comply with the following during the Term of this Agreement:
 - 7.1.1. Operate the Covered Equipment according to the manufacturer's recommendations.
 - 7.1.2. Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer.

- 7.1.3. Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by Contractor, including adequate space, electrical power, air conditioning and humidity control.
- 7.1.4. Notify Contractor any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment.
- 7.1.5. Allow Contractor to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Contractor can perform the services required under this Agreement.

- 7.2. County agrees not to tamper with, alter, add to, disturb, remove, or otherwise interfere with an installed system of the covered equipment (including alarm, security and fire detection), nor to permit the same to be done, without written notice to Contractor.

- 7.3. Changes to County equipment:
 - 7.3.1. County retains the right to make changes or alterations to its Covered Equipment.

- 7.4. Access:
 - 7.4.1. County shall give Contractor full access to all equipment that is either Covered Equipment or associated with it when Contractor requests such access.

 - 7.4.2. If access cannot be provided, Contractor's obligations to the affected Covered Equipment under this Agreement shall be suspended until such access to the equipment is provided.

 - 7.4.3. Matters affecting Contractor's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction or other remedial actions taken by County with respect to Covered Equipment or to County's facility.

8. Additional Requirements

- 8.1. To ensure system continuity, replacement parts and devices offered must be 100% Bacnet IP, or a County-approved equal, fully compatible with existing components and installed in accordance with the manufacturer's recommendations.

- 8.2. No BAS shall be taken offline or shut down without the prior written or verbal consent of the Contract Administrator, or designee, unless an emergency has been declared. Where applicable, each of the Contractor's personnel shall sign in and out of the facility.

- 8.3. County will cover costs to install IP connection and provide IP address.

- 8.4. Contractor shall be available for additional work over and above the scope of the Agreement.

- 8.5. Contractor shall not proceed with any additional work without a Notice to Proceed from the County and shall complete work as expeditiously as possible upon receiving approval from County.
- 8.6. Prior to the start of work on any assigned day, Contractor's service person must first report to County's Building Manager or Designee.
- 8.7. In the event Contractor's service person cannot be provided to County on the requested day, notification must be given to County's Building Manager. If the normally assigned service person is not available, a backup service person must be provided by Contractor.
- 8.8. The work site is to be always left in a clean and orderly condition by Contractor.

9. Warranty

- 9.1. Contractor shall, for a period of one-year following the date of beneficial use, make all necessary repairs and replacements to remedy defects, breaks, or failures of the work which have resulted from faulty or inadequate materials or workmanship.
- 9.2. Contractor shall also repair any damage to other improvements under, within or adjacent to the work, to the extent that such damage is caused by the activities of the Contractor in performing its duties and obligations under this Agreement when such damage occurs within the warranty period.

10. Invoices/Billing Instructions

- 10.1. Payment will be made after services have been rendered, accepted, and properly invoiced by Contractor as described below.
- 10.2. Contractor shall not be paid for work completed but not authorized by County.
- 10.3. All of Contractor's invoices must be submitted to and received by the Broward County Accounting Division (accountspayable@broward.org) within thirty (30) calendar days of goods and/or services being provided.
- 10.4. For all Purchase Orders issued by FMD, Contractor must send a courtesy copy of the invoice to Facilities Management Division's Payable Section at fmdpayables@broward.org. Other Using Agencies may require a copy of invoice(s) to be sent to different locations.
- 10.5. Payments for completed services and/or accepted goods will be made monthly, upon receipt of a proper invoice and required supporting documentation from Contractor.
- 10.6. County's financial system requires that each invoice line cannot exceed the corresponding Purchase Order line item. A new Purchase Order will be issued for any additional charges

and a separate invoice must be created and submitted for the additional purchase order.

- 10.7. Contractor's invoice(s) shall be legible and must include the following:
 - 10.7.1. Broward County Purchase Order Number.
 - 10.7.2. Broward County Contract Number and Title.
 - 10.7.3. Work Order/Request Number (if applicable).
 - 10.7.4. Project Coordinator's Name, Telephone Number, Signature and Requesting Agency (such as Facilities Management).
 - 10.7.5. Date(s) of Service.
 - 10.7.6. Detailed description and location of work performed.
 - 10.7.7. Number of hours worked labor/unit rates and extensions of each (totals).
 - 10.7.8. Names of the Contractor's technicians who completed the work.
 - 10.7.9. Contractor's Invoice Number. Invoice numbers should not be repeated or reused.
 - 10.7.10. Pass-thru allowance requirements to be itemized as detailed herein and in Special Instructions to Vendors. A copy of Contractor's invoice from its supplier for any parts/materials to be paid on "Pass Thru".
 - 10.7.11. Preventive Maintenance Checklist/Report when required of the Services provided.
 - 10.7.12. Monthly Utilization Report (MUR) when required by County.
 - 10.7.13. Reference to the Purchase Order for the appropriate contact person for questions regarding the services requested (either listed as the Requestor or listed in the description on the center of the page).

11. False Emergency Alarms During Construction and Maintenance Activities

- 11.1. False alarms, especially ones that can be prevented, are costly and disruptive to County. Moreover, false alarms contribute to a dangerous complacency in occupants, in some cases causing them to be slower to evacuate in an actual emergency. Contractor shall help prevent false alarms by taking the following measures prior to and during construction and maintenance activities.
- 11.2. Communication:
 - 11.2.1. Where feasible, Contractor shall discuss preventive measures at pre- construction and maintenance meetings with County staff.
 - 11.2.2. Contractor must disclose in writing to County staff if any of the Services will require any welding or flame/heat related type of equipment or if any such welding is planned by Contractor.
 - 11.2.3. Contractor must disclose in writing to County staff if any of the Services or other activities by Contractor will result in any type of dust, fumes, or odd smells on County property.
 - 11.2.4. Contractor must disclose in writing to County Staff if any of the Services will require any type of pressure cleaning on County property or if any such pressure cleaning is planned by Contractor.
 - 11.2.5. Contractor must stop a process if there is any uncertainty as to whether it will cause a fire alarm activation and shall call the Life Safety Shop at (954) 357-6369.

11.3. Temporary Impairment/Removal of Devices:

- 11.3.1. If a dust, steam, fume, or heat producing activity cannot be avoided, Contractor shall assess the proximity of fire detection equipment in the area and confer with the Broward County Life Safety Shop at (954) 357-6369 to request that the system be put in test mode or to identify which devices could be removed, bagged, or otherwise disabled. Duct detectors and other devices may be hidden and can be identified through the Life Safety Section.
- 11.3.2. Contractor SHALL NOT attempt to cover or bypass the detectors without County supervision and assistance.

11.4. Temporary Fire Partitions and Dust Barriers:

- 11.4.1. Contractor must review project and/or maintenance specifications to establish the types of temporary fire partition and dust barrier measures are necessary for the specific job site.
- 11.4.2. Barriers shall be erected, or cause to be erected, by Contractor and inspected by Contractor or County Staff prior to any demolition.

11.5. Fire Watch Requirements:

- 11.5.1. Contractor must contact the Broward County Life Safety Section at (954) 357-6369 to determine if a fire watch will be required by the fire department while the fire alarm devices are impaired.
- 11.5.2. Contractor may serve as fire watch in some cases.

11.6. Project Related False Alarms:

- 11.6.1. If a project or maintenance has caused a false alarm, Contractor must review and document the incident and any measures taken to prevent reoccurrence.

11.7. Placing System in Service:

- 11.7.1. For new buildings or substantial improvements and renovations, the fire alarm system should not be placed in service by Contractor until the building is cleaned and painted or other dust producing activities completed (contractual "final clean"). Once the fire alarm system has been accepted by the fire department, all smoke detector covers should be removed by Contractor prior to placing the system in service as the act of removing the cover may trip the alarm.
- 11.7.2. If a false alarm incident occurs and is found to be the fault or negligence of Contractor or its agents, then Contractor may be held responsible for any fees or fines imposed by the jurisdiction having authority.

DEFINITIONS:

1. **Call back** - Refers to a request which requires a check of covered equipment other than the regularly scheduled maintenance usually, during regular working hours.
2. **Covered Equipment** - The equipment for which services are to be provided under this Agreement. Covered Equipment is defined in EXHIBIT "A-1" to this Agreement.
3. **Emergency call back** - A request subject to a response time, to check a system other than regularly scheduled maintenance. Emergency call back service shall be requested by the Contract Administrator or designee. Contractor's response time shall be within thirty (30) minutes by phone and two (2) hours onsite unless other arrangements are made during phone response. This response time applies twenty-four (24) hours per day, seven (7) days per week.
4. **Equipment Failure** - The sudden and accidental failure of moving parts of mechanical, electric, or electronic components that are part of the Covered Equipment and that are necessary for its operation.
5. **Planned Service** - Regular or routinely scheduled periodic service and maintenance tasks at a fixed price, as specified in this agreement and relevant attachments and exhibits.
6. **Preventive Maintenance** - Planned maintenance inspections, tests, adjustments, cleaning, and similar activities carried out with the intention of preventing malfunctions from occurring during operation.
7. **Repair Labor** - Includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.
8. **Repair Materials** - Includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. All Repair Materials are covered by the warranty as described herein.
9. **Response Time** - The time interval between when a dispatch operator receives a phone call from County to the time a service technician arrives on-site. Also, the time interval between the receipt of a call by the dispatch operator and the return call to County by Contractor's representative.
10. **Scheduled Service Materials** - Consist of all materials required to perform Scheduled Service Visits on Covered Equipment.
11. **Scheduled Service Visit** - Includes performance of inspections and preventative maintenance on Covered Equipment, including but not limited to, service described in the Exhibits attached to this Agreement.
12. **Upgrades** - To improve the function/ability or to increase the value of the equipment or service

ACRONYMS:

AHU =	Air Handling Unit
ADX =	Extended Application and Data Server
BAS =	Building Automation System
BAS-LT =	Building Automation System Loop Tuning
BAS-NT =	Building Automation System Networking Testing
BAS-SW =	Building Automation System Software
BC-I =	Building Controller Inspection
BC-PM =	Building Controller Planned Maintenance
BCU =	Building Control Unit
BS-I =	Building System Inspection
BS-PM =	Building System Planned Maintenance
CFM =	Cubic Feet per Minute
CO2 =	Carbon Dioxide
DA =	Discharge Air
DCIV =	Digital Control I (Carrier)
DP =	Differential Pressure
DSC =	Differential Scanning Calorimetry
EA-I =	Electrical Actuator Inspection
EA-PM =	Electrical Actuator Planned Maintenance
ES-I =	Electrical Sensor Inspection
ES-PM =	Electrical Sensor Planned Maintenance
FEC =	Field Equipment Controller (Application Specific Controller)
IOM =	Input/Output Module
IVULINK =	Carrier equipment
MA =	Mixing Air
NAE =	Network Automation Engines; commonly known as Building Level Controller
NCE =	Network Control Engine
NCM =	Network Communication Module
NIE =	Network Integration Engine; commonly known as Building Level Integrator
OWS =	Operator Workstation Software

PC-I =	Workstation Inspection
PC-PM =	Workstation Planned Maintenance
PID =	Proportional Integral Derivative control
PMI =	Person-Machine Interface
PNA-I =	Pneumatic Actuator Inspection
PNA-PM =	Pneumatic Actuator Planned Maintenance
PNC-I =	Compressor Inspection
PNC-PM =	Compressor Planned Maintenance
PNS-I =	Pneumatic Sensor Inspection
PNS-PM =	Pneumatic Sensor Planned Maintenance
RA =	Return Air
SA =	Supply Air
UNT =	Unitary Controller
VAV =	Variable Air Volume
VAV-P =	VAV Testing
ZN =	Zone

**Exhibit A-1
Locations, Covered Equipment & Frequency of Service**

Locations are listed alphabetically by Location ID.

Sites are listed numerically by FMD Property Identification Number.

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
County Wide	1	Network Performance Testing	BAS-NT	2	ALL
County Wide	1	VAV testing	VAV-P	2	ALL
County Wide	1	PID Loop Tuning	BAS-LT	2	ALL

**1001-0001 Government Center East
115 S Andrews Avenue, Fort Lauderdale, FL 33301
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
GCE	1	Metasys ADX Server and BAS software	BAS-SW	2	JCI
			PC-PM	1	
			PC-I	3	
GCE	1	NIE5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	2	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	1	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
GCE	15	DSC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
GCE	7	PXC (including expansions, communications cards, and modules)	BC-PM	1	JCI
			BC-1	3	
GCE	2	Field Processing Units	BS-PM	1	JCI
			BS-I	3	
GCE	15	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
GCE	15	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
GCE	476	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
GCE	1	Relative Humidity Sensors	ES-PM	1	JCI
			ES-1	3	
GCE	572	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
GCE	22	Pneumatic Equipment Panels	PNS-PM	1	JCI
			PNS-I	3	
GCE	40	Current Sensors	ES-PM	1	JCI
			ES-I	3	
GCE	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

**1002-0001 Government Center West
1 N University Drive, Plantation FL, 33324
BAS: I-VUE**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
GCW	1	DCIV 101ED-1 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Carrier
			BC-PM	1	
			BC-I	3	
GCW	2	IVULINK 100LK-2 (including expansion, communications cards, and modules)	BC-PM	1	Carrier
			BC-I	3	
GCW	16	AHU Controller	BS-PM	1	Carrier
			BS-I	3	
GCW	16	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Carrier
			PNA-I	3	
GCW	141	VAV Controller	BS-PM	1	Carrier
			BS-I	3	
GCW	16	Fan/Motor/Damper status	ES-PM	1	Carrier
			ES-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
GCW	141	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Carrier
			ES-1	3	
GCW	1	Air compressor	PNC-PM	1	Carrier
			PNC-I	3	

**1013-0001 Broward County Logistics
1801 NW 64 Street, Fort Lauderdale, FL 33301**

BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
64 WHS	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
64 WHS	11	VAV Controller (VMA1620)	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Actuators	BS-PM	1	JCI
			BS-I	3	
64 WHS	11	VAV Temperature Sensors	ES-PM	1	JCI
			ES-I	3	
64 WHS	10	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
64 WHS	17	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	

**1017-0001 North Mass Transit – Building 1
3201 W Copans Road, Pompano Beach, FL 33069**

BAS: I-WORX

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NMT B1	1	Innovex LCI-2 and BAS software	BAS-SW	2	I-Worx
			BC-PM	1	
			BC-I	3	
NMT B1	25	Smart Thermostat (iWorX DTM-4)	ES-PM	1	I-Worx
			ES-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NMT B1	25	VAV Controller	BS-PM	1	I-Worx
			BS-I	3	
NMT B1	2	AHU Controller (iWorX VPU-1)	BS-PM	1	I-Worx
			BS-I	3	

**1017-0004 North Mass Transit – Building 4
3201 W Copans Road, Pompano Beach
BAS: Siemens**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NMT B4	4	PXC (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
NMT B4	1	Fan/Motor/Damper status	ES-PM	1	Siemens
			ES-I	3	
NMT B4	1	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Siemens
			ES-I	3	
NMT B4	3	Chill/Hot water loop DP sensor	PNS-PM	1	Siemens
			PNS-I	3	
NMT B4	5	Relative Humidity sensor	ES-PM	1	Siemens
			ES-I	3	
NMT B4	1	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Siemens
			PNA-I	3	
NMT B4	1	Liquid Flow meter	ES-PM	1	Siemens
			ES-1	3	

**1022-0001 Extension Education Building
3245 College Avenue, Davie, FL 33314
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
EXT-EDU	1	PXC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
			BC-I	3	
EXT-EDU	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
EXT-EDU	3	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
EXT-EDU	5	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	

**1023-0001 Riverland Library
2710 Davie Boulevard Fort Lauderdale, FL 33312
BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
RL LIB	2	RDS120 Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1029-0001 South Regional Health Center
4105 Pembroke Road, Hollywood, FL 33021
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SRHC	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SRHC	11	UNT Controller	BS-PM	1	JCI
			BS-I	3	
SRHC	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	
SRHC	23	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SRHC	23	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
SRHC	12	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
SRHC	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SRHC	10	Pneumatic Equipment Panel	PNS-PM	1	JCI
			PNS-I	3	
SRHC	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1031-0001 West Regional Courthouse
100 N. Pine Island Road, Plantation, FL 33351
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
WRCH	1	NIE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	1	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	1	NCM (including expansion, communications cards, and modules)	BC-1	3	JCI
			BC-1	3	
WRCH	1	NCM FIRE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	3	UNT Controller	BS-PM	1	JCI
			BS-I	3	
WRCH	3	DSC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WRCH	2	PXC / PXCМ (including expansion, communications cards, and modules)	ES-PM	1	JCI
			ES-I	3	
WRCH	84	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
			PC-I	3	
WRCH	74	VAV Controller	BS-PM	1	JCI
			BS-I	3	
WRCH	12	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
WRCH	17	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WRCH	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
WRCH	1	Field equipment panels	BS-PM	1	JCI
			BS-I	3	

1031-0003 Emergency Operations Center
201 NW 84 Avenue, Plantation, FL 33324
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
EOC	1	SNE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EOC	1	PXCM (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
EOC	2	UNT (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EOC	12	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
EOC	2	FEC (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
EOC	2	VAV Controllers	BS-PM	1	JCI
			BS-I	3	
EOC	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
EOC	3	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
EOC	2	TEC (including expansion, communications cards, and modules)	ES-PM	1	Siemens
			ES-I	3	
			ES-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
EOC	3	Actuators (pneumatic, electric; damper,water, VAV)	EA-PM	1	JCI
			EA-I	3	

1031-0004 West Regional Library
8601 W. Broward Boulevard, Plantation FL, 33324
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
WR LIB	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WR LIB	7	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
WR LIB	92	Temperature sensor (SA, DA, ZN, RA, MA,Water)	ES-PM	1	JCI
			ES-1	3	
WR LIB	7	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
WR LIB	13	CO2 sensor	ES-PM	1	JCI
			ES-I	3	
WR LIB	17	Actuators (pneumatic, electric; damper,water, VAV)	EA-PM	1	JCI
			EA-I	3	
WR LIB	25	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WR LIB	10	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

1033-0001 Carver Ranches Library
4735 SW 18 Street, West Park, FL 33023
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
CR LIB	1	NAE (including expansion, communicationscards, and modules)	BC-PM	1	JCI
			BC-I	3	

CR LIB	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	
Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
CR LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
CR LIB	14	VAV Controller	BS-PM	1	JCI
			BS-I	3	
CR LIB	2	AHU Air Sensors (Static Pressure, CFM,filter)	PNS-PM	1	JCI
			PNS-I	3	
CR LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
CR LIB	1	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
CR LIB	16	Temperature sensor (SA, DA, ZN, RA, MA,Water)	ES-PM	1	JCI
			ES-1	3	
CR LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

1034-0001 Imperial Point Brach Library
5985 N Federal Highway, Fort Lauderdale, FL 33308
BAS: Desigo

Location Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
IP LIB	5	Wireless T-stat	BC-PM	1	Desigo
			BC-I	3	

1035-0001 Lauderdale Lakes Library
3580 W Oakland Park Boulevard, Lauderhill, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
LL LIB	1	NAE (including expansion, communications, cards and modules)	BC-PM	1	JCI
			BC-I	3	

LL LIB	1	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
LL LIB	23	VAV Controller (VMA1620)	BS-PM	1	JCI
			BS-I	3	
LL LIB	65	Temperature Sensor	ES-PM	1	JCI
			BS-I	3	
LL LIB	6	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
LL LIB	1	Flow meter	ES-PM	1	JCI
			ES-I	3	
LL LIB	1	KW meter	ES-PM	1	JCI
			ES-I	3	
LL LIB	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
LL LIB	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
LL LIB	4	CO2 sensor	ES-PM	1	JCI
			ES-I	3	
LL LIB	8	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

**1036-0001 Stirling Road Library
3151 Stirling Road, Fort Lauderdale, FL 33312
BAS: FMC**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SI LIB	1	PXC (including expansion, communications cards, and modules)	BC-PM	1	FMC
			BC-1	3	
SI LIB	27	DXR VAV Controller	BS-PM	1	Desigo
			BS-I	3	
SI LIB	3	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	FMC
			ES-I	3	
SI LIB	1	Relative Humidity sensor	ES-PM	1	FMC
			ES-I	3	
SI LIB	1	CO2 sensor	ES-PM	1	FMC
			ES-I	3	
SI LIB	2	Fan/Motor/Damper status	ES-PM	1	FMC
			ES-I	3	

1039-0001 Edgar P. Mills Center
900 NW 31 Avenue, Fort Lauderdale, FL 33311
BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
EP Mills	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EP Mills	1	NCE 5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
EP Mills	13	Smart thermostats (Tec2601)	ES-PM	1	JCI
			ES-I	3	
EP Mills	7	FEC Controller	BS-PM	1	JCI
			BS-I	3	
EP Mills	110	VAV Controller	BS-PM	1	JCI
			BS-I	3	
EP Mills	166	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
EP Mills	24	Relative humidity sensor	ES-PM	1	JCI
			ES-I	3	
EP Mills	12	CO2 sensors	ES-PM	1	JCI
			ES-I	3	
EP Mills	32	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
EP Mills	18	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
EP Mills	44	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
EP Mills	1	Emon Demon	BS-PM	1	JCI
			BS-I	3	
EP Mills	1	Chill water loop DP sensor	ES-PM	1	JCI
			ES-I	3	
EP Mills	10	KW Meters	ES-PM	1	JCI
			ES-I	3	

**1041-0001 South Regional Courthouse
3550 Hollywood Boulevard, Hollywood, FL 33021
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SRCH	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SRCH	18	PXC / PXCM (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
SRCH	21	UNT Controller	BS-PM	1	JCI
			BS-I	3	
SRCH	57	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SRCH	21	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
SRCH	20	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
SRCH	25	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
SRCH	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

**1047-0001 African American Research
Library 2650 Sistrunk Boulevard, Fort
Lauderdale, FL 33311
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
AF LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
AF LIB	9	AHU Controller	BS-PM	1	JCI
			BS-I	3	
AF LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
LIB	26	VAV Controller	BS-PM	1	JCI
			BS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
AF LIB	30	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
AF LIB	4	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
AF LIB	57	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
AF LIB	5	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
AF LIB	1	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
AF LIB	27	Fan/Motor/Damper status	ES-PM	1	JCI

**1049-0001 South Mass Transit
5440 Anglers Avenue, Fort Lauderdale, FL
33312BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SMT	2	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
SMT	66	VAV Controller	BAS-LT	2	JCI
SMT	66	VAV Actuators	RTF		JCI
SMT	66	VAV Temperature Sensors	ES-PM	2	JCI
SMT	24	FEC Controller	BS-PM	1	JCI
			BS-I	3	
SMT	2	Water Flow Meter	ES-PM	1	JCI
			ES-I	3	
SMT	46	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
SMT	111	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
SMT	12	CO2/CO sensors	ES-PM	1	JCI
			ES-1	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SMT	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
SMT	21	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-1	3	
SMT	2	Chill/Hot water loop DP sensor	PNS-PM	3	JCI
			ES-PM	1	
SMT	38	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
			BS-I	3	

**1051-0001 Broward County Judicial Complex - West
Building 201 SE 6 Street, Fort Lauderdale, FL 33301**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BCJC WB	2	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
BCJC WB	66	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC WB	66	NIE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC_I	1	
BCJC WB	66	NCE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC WB	14	Ethernet Switches	BS-PM	1	JCI
			BS-I	3	
BCJC WB	19	MS/TP Repeaters	BS-PM	1	JCI
			BS-I	3	
BCJC WB	907	VAV Controller (VMA16200)	BAS-LT	2	JCI
BCJC WB	907	VAV Actuators	RTF		JCI
BCJC WB	907	VAV Temperature Sensors	ES-PM	2	JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BCJC WB	34	FEC Controller	BS-PM	1	JCI
			BS-I	3	
BCJC WB	16	Liquid Flow Meter	ES-PM	1	JCI
			ES-1	3	
BCJC WB	16	BTU Meter MS/TP	ES-PM	1	JCI
			ES-I	3	
BCJC WB	152	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-I	3	
BCJC WB	988	Temperature sensor (SA, DA, ZN, RA, MA, Water) Not VAV RM)	ES-PM	1	JCI
			ES-I	3	
BCJC WB	172	CO2/CO Sensor	ES-PM	1	JCI
			ES-I	3	
BCJC WB	27	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
BCJC WB	253	Actuators (pneumatic, electric; damper, water, Not VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC WB	3	Chill/Hot water loop DP sensor	PNS-PM	1	JCI
			PNS-I	3	
BCJC WB	180	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
BCJC WB	128	BACnet MS/TP Integration Cards	BS-PM	1	JCI
			BS-I	3	
BCJC WB	5	Modbus Integration Cards	BS-PM	1	JCI

**1051-0002 Broward County Judicial Complex - North Building
201 SE 6 Street, Fort Lauderdale, FL 33301
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BCJC N	3	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
BCJC N	23	Pneumatic AHU control panel	PNS-PM	1	JCI
			PNS-I	3	
BCJC N	44	Pressure reducing station	PNS-PM	1	JCI
			PNS-I	3	
BCJC N	244	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC N	15	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC N	108	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC N	18	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC N	9	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
BCJC N	179	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
BCJC N	5	Water Flow Meter	ES-PM	1	JCI
			ES-1	3	
BCJC N	303	Thermostats (pneumatic)	ES-PM	1	JCI
			ES-I	3	
BCJC N	2	Air Compressor	PNC-PM	1	JCI
			PNS-I	3	

**1051-0003 Broward County Judicial Complex - East Building
201 SE 6 Street, Fort Lauderdale, FL 33301**

BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BCJC E	1	METASYS OWS (PMI)	PC-PM	1	JCI
			PC-I	3	
BCJC E	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC E	2	KW Meters	ES-PM	1	JCI
			ES-1	3	
BCJC E	7	Pneumatic AHU control panel	PNS-PM	1	JCI
			PNS-I	3	
BCJC E	6	Pressure reducing station	PNS-PM	1	JCI
			PNS-I	3	
BCJC E	46	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
BCJC E	6	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC E	33	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC E	6	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC E	6	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
BCJC E	46	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	JCI
			ES-I	3	
BCJC E	112	Thermostats (pneumatic)	ES-PM	1	JCI
			ES-I	3	
BCJC E	1	Air Compressor	PNC-PM	1	JCI
			PNS-I	3	

**1051-0005 Broward County Judicial Complex - Midrise
 Building540 SE 3 Avenue, Fort Lauderdale, FL 33301
 BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BCJC MB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC MB	1	DSC 8500 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC MB	65	Temperature sensor (SA, DA, ZN, Water)	ES-PM	1	JCI
			ES-1	3	
BCJC MB	9	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BCJC MB	1	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BCJC MB	4	UNT Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	1	DX9100 Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	58	VAV Controller	BS-PM	1	JCI
			BS-I	3	
BCJC MB	5	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
BCJC MB	4	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
BCJC MB	4	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
BCJC MB	1	Air compressor	PNC-M	1	JCI
			PNC-I	3	

**1051-0007 Broward County South Parking Garage
 612 South Andrews Ave., Fort Lauderdale, FL 33301**

BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BC SPG	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BC SPG	1	AHU Controller	BS-PM	1	JCI
			BS-I	3	
BC SPG	16	VAV Controller	BS-PM	1	JCI
			PS-I	3	
BC SPG	18	AHU Air Sensors (Static Pressure, CFM, Filter)	PNS-PM	1	JCI
			PNS-I	3	
BC SPG	22	Fan/Motor/Damper Status	ES-PM	1	JCI
			ES-1	3	
BC SPG	20	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-1	3	
BC SPG	35	Temperature sensor (SA,DA,ZN,RA,MA,Water)	ES-PM	1	JCI
			ES-1	3	
BC SPG	1	Relative Humidity Sensor	ES-PM	1	JCI
			ES-I	3	

**1055-0001 Miramar Library
2050 Civic Center Place, Miramar, FL
33025BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
MI LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
MI LIB	5	FEC Controller	BS-PM	1	JCI

			BS-I	3	
MI LIB	1	IOM Controller	BS-PM	1	JCI
			BS-I	3	
MI LIB	69	VAV Controller	BS-PM	1	JCI
			BS-I	3	
MI LIB	151	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
MI LIB	7	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
MI LIB	8	CO2 sensor	ES-PM	1	JCI
			ES-1	3	
MI LIB	13	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
MI LIB	10	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
MI LIB	8	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

**1056-0001 Public Safety Complex - Cochran
Building 2601 W Broward Boulevard, Fort
Lauderdale FL 33301BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
PSC CB	1	METASYS PMI OWS	PC-PM	1	JCI
			PC-I	3	
PSC CB	1	NIE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
PSC CB	2	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
PSC CB	3	UNT Controller	BS-PM	1	JCI
			BS-I	3	
PSC CB	4	Chill water flow meters	ES-PM	1	JCI
			ES-1	3	
PSC CB	1	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
PSC CB	11	DSC (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
PSC CB	9	Field equipment panels	BS-PM	1	JCI
			BS-I	3	

PSC CB	110	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
PSC CB	69	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
PSC CB	37	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
PSC CB	9	Air pressure reducing valves	PNS-PM	1	JCI
			PNS-I	3	
PSC CB	270	Room thermostats	PNS-PM	1	JCI
			PNS-I	3	
PSC CB	65	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
PSC CB	6	Chiller isolation valves	PNA-PM	1	JCI
			PNA-I	3	
PSC CB	4	S-500 Digital Controller	BS-PM	1	JCI
			BS-I	3	
PSC CB	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

**1056-0003 BC Public Safety Complex - District
Five 2601 W Broward Boulevard, Fort
Lauderdale, FL 33312BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
PSC D5	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
PSC D5	8	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
PSC D5	5	CO2 sensors	ES-PM	1	JCI
			ES-1	3	
PSC D5	52	Smart Thermostats (TEC)	ES-PM	1	JCI
			ES-I	3	
Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
PSC D5	5	FEC Controller	BS-PM	1	JCI

			BS-I	3	
PSC D5	57	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
PSC D5	15	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	

1059-0001 North Lauderdale Library
6901 Kimberly Boulevard, North Lauderdale, FL
33068BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NL LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NL LIB	1	DX9100 (including expansion, communications cards, and modules)	BS-PM	1	JCI
			BS-I	3	
NL LIB	21	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NL LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NL LIB	1	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NL LIB	24	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	CO2 Sensor	ES-PM	1	JCI
			ES-1	3	
NL LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	

1061-0001 North Regional Courthouse
1600 W Hillsboro Boulevard, Deerfield Beach, FL
33442BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NRCH	6	PXC / PXCМ (including expansion, communications cards, and modules)	BC-PM	1	Siemens
			BC-I	3	
NRCH	1	NIE 5510 (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NRCH	2	NCM (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
			BC-I	3	
NRCH	2	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NRCH	1	Water chill flow meter	ES-PM	1	JCI
			ES-1	3	
NRCH	19	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NRCH	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NRCH	3	KW METERS	ES-PM	1	JCI
			ES-1	3	
NRCH	11	Pneumatic Equipment Panels	PNS-PM	1	JCI
			PNS-I	3	
NRCH	10	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	JCI
			PNA-I	3	
NRCH	5	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NRCH	8	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NRCH	6	Pneumatic Pressure reducing stations	PNS-PM	1	JCI
			PNS-I	3	
NRCH	120	Room Thermostats	PNS-PM	1	JCI
			PNS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NRCH	1	Air compressor	PNC-PM	1	JCI
			PNC-I	3	

1063-0001 Tamarac Library
8701 W Commercial Boulevard, Tamarac, FL
33351BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
TA LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
TA LIB	2	UNT Controller	BS-PM	1	JCI
			BS-I	3	
TA LIB	26	VAV Controller	BS-PM	1	JCI
			BS-I	3	
TA LIB	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
TA LIB	4	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
TA LIB	2	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
TA LIB	31	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
TA LIB	2	CO2 sensors	ES-PM	1	JCI
			ES-1	3	
TA LIB	8	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

1064-0001 Fire Station 17
2308A SW 42 Street, Fort Lauderdale, FL
33312BAS: JCI

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FS 17	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FS 17	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
FS 17	13	VAV Controller	BS-PM	1	JCI
			BS-I	3	
FS 17	15	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
FS 17	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
FS 17	1	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

**1069-0001 Tyrone Bryant Library
2230 NW 21 Avenue, Fort Lauderdale, FL
33311BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BR LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
BR LIB	13	VAV Controller	BS-PM	1	JCI
			BS-I	3	
BR LIB	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
BR LIB	16	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
BR LIB	1	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
BR LIB	1	CO2 Sensor	ES-PM	1	JCI
			ES-1	3	

**1073-0001 Hollywood Library
2600 Hollywood Boulevard, Hollywood, FL
33020BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
O LIB	1	NAE ((including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
HO LIB	6	UNT Controller	BS-PM	1	JCI
			BS-I	3	
HO LIB	27	VAV Controller	BS-PM	1	JCI
			BS-I	3	
HO LIB	9	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
HO LIB	5	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
HO LIB	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
HO LIB	49	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
HO LIB	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
HO LIB	2	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

**1074-0001 Weston Library
4205 Bonaventure Boulevard, Weston, FL
33332BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
WE LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
WE LIB	4	UNT Controller	BS-PM	1	JCI
			BS-I	3	
WE LIB	48	VAV Controller	BS-PM	1	JCI
			BS-I	3	
WE LIB	3	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
WE LIB	3	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
WE LIB	6	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
WE LIB	90	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
WE LIB	8	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

**1075-0001 Dania Beach Library
1 Park Avenue East, Dania Beach, FL
33004BAS: Talon**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
DA LIB	1	Distech EC-BOS-2 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Talon
			BC-PM	1	
			BC-I	3	
DA LIB	1	Reliable MACH-Proslys	BS-PM	1	Talon
			BS-I	3	
DA LIB	7	VAV Controller	BS-PM	1	Talon
			BS-I	3	
DA LIB	7	Smart thermostat	ES-PM	1	Talon
			ES-1	3	
DA LIB	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	Talon
			EA-I	3	
DA LIB	3	AHU Air Sensors (Static Pressure, CFM, filter)	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	Building DP sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	CO2 sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	1	Relative Humidity Sensor	ES-PM	1	Talon
			ES-1	3	
DA LIB	2	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Talon
			ES-1	3	

**1079-0001 Medical Examiner
5301 SW 31 Avenue, Fort Lauderdale, FL
33312BAS: Trane**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
ME	1	Trane Tracer OWS and BAS software	BAS-SW	2	Trane
			PC-PM	1	
			PC-I	3	
ME	1	BCU (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
ME	7	MP580	BS-PM	1	Trane
			BS-I	3	
ME	2	GLD	BS-PM	1	Trane
			BS-I	3	
ME	16	Temperature Sensor	ES-PM	1	Trane
			ES-I	3	
ME	1	Relative Humidity sensor	ES-PM	1	Trane
			ES-I	3	
ME	1	Power Meter	ES-PM	1	Trane
			ES-I	3	

**1087-0001 Northwest Regional
Library 3151 University Drive, Coral
Springs, FL 33065
BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NO LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NO LIB	5	Relative Humidity sensor	ES-PM	1	JCI
			ES-I	3	
NO LIB	47	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	
NO LIB	8	UNT Controller	BS-PM	1	JCI
			BS-I	3	
NO LIB	31	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NO LIB	10	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NO LIB	19	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NO LIB	7	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	

**1088-0001 Traffic Engineering
2300 W Commercial Boulevard, Fort Lauderdale, FL
33309BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
TE	1	Metasys OWS	PC-PM	1	JCI
			PC-I	3	
TE	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
TE	42	VAV Controller	BS-PM	1	JCI
			BS-I	3	
TE	3	UNT Controller	BS-PM	1	JCI
			BS-I	3	
TE	2	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
TE	2	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
TE	2	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
TE	2	Trane chiller integration card	ES-PM	1	JCI
			ES-I	3	
TE	48	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
TE	2	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	

**1096-0001 Northwest Library
1580 NW 3 Avenue, Pompano Beach, FL
33060BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NW LIB	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
NW LIB	2	UNT Controller	BS-PM	1	JCI
			BS-I	3	
NW LIB	9	VAV Controller	BS-PM	1	JCI
			BS-I	3	
NW LIB	3	Actuators (pneumatic, electric; damper, water, VAV)	EA-PM	1	JCI
			EA-I	3	
NW LIB	1	Fan/Motor/Damper status	ES-PM	1	JCI
			ES-I	3	
NW LIB	1	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
NW LIB	14	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-1	3	
NW LIB	3	Relative Humidity sensor	ES-PM	1	JCI
			ES-1	3	
NW LIB	5	CO2 sensor	ES-PM	1	JCI
			ES-1	3	

**1097-0001 Fleet Service 3
1600 Blount Road, Pompano Beach, FL
33060BAS: Siemens**

Location Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FLS 3	27	RDS120 Wireless T-stat.	BC-PW	1	Siemens
			BC-I	3	

**1099-0001 Florida Department of Health
2421 SW 6 Avenue, Fort Lauderdale, FL 33301
BAS: Carrier**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
84 HEALTH	1	Carrier OWS and BAS software	BAS-SW	2	Carrier
			PC-PM	1	
			PC-I	3	
84 HEALTH	7	Carrier 6400 (including expansion, communications cards, and modules)	BC-PM	1	Carrier
			BC-I	3	
84 HEALTH	30	VAV Controller	BS-PM	1	Carrier

**1101-0001 Northwest Family Success
Center10077 NW 29 Street, Coral
Springs, FL 33065BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
NWFSC	4	Wireless T-stat	BC-PM	1	Desigo
			BC-I	3	

**1102-0001 Fire Station 32
3400 SW 4 Avenue, Fort Lauderdale, FL
33315BAS: JCI**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FS 32	1	NAE (including expansion, communications cards, and modules)	BC-PM	1	JCI
			BC-I	3	
FS 32	1	UNT Controller	BS-PM	1	JCI
			BS-I	3	
FS 32	3	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	JCI
			PNS-I	3	
FS 32	14	VAV Controller	BS-PM	1	JCI
			BS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FS 32	16	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	JCI
			ES-I	3	

**1105-0001 Fleet Service 2
2515 SW 4 Avenue, Fort Lauderdale, FL
33315BAS: Siemens**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FLS 2	27	RDS120 Wireless T-stat.	BC-PM	1	Siemens
			BC-I	3	

**1107-0001 Collier City Library
2800 NW 9 Court, Pompano Beach, FL
33069BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
CC LIB	6	RDS120 Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1119-0001 Broward Addiction and Recovery Center -
Central325 SW 28 Street, Fort Lauderdale, FL 33315
BAS: Trane**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BARC	1	Tracer SC (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	2	UC 400 (including expansion, communications cards, and modules)	BS-PM	1	Trane
			BC-I	3	
BARC	7	UC 600 (including expansion, communications cards, and modules)	BC-PM	1	Trane
			BC-I	3	
BARC	107	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Trane
			ES-I	3	
BARC	6	XM 70 Expansion Modules	BS-PM	1	Trane
			BS-I	3	

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
BARC	30	IAQ Co2 sensors	ES-PM	1	Trane
			ES-I	3	
BARC	2	TEC (including expansion, communications cards, and modules)	BS-PM	1	Trane
			ES-I	3	
			ES-1	3	

**1801-0001 CB Smith Park –
Administration 900 N Flamingo Road,
Pembroke Pines, FL 33028
BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
CBS Park	2	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1811-0001 Samuel Delevoe Park – Community
Center 2520 NW 6 Street, Fort Lauderdale, FL
33311
BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
SD Park	3	Wireless T-stat	BC-PM	1	Desigo
			BC-I	3	

**1822-0001 Franklin Park – Community
Center 2501 Franklin Drive, Fort
Lauderdale, FL 33311BAS: Desigo**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
FR Park	1	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1833-0001 Roosevelt Garden Park – Community
Center 2841 NW 11 Street, Fort Lauderdale, FL
33311**

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
RG Park	3	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1840-0004 Markham Park – Range
Building 16001 W State Road 84, Sunrise,
FL 33326**

BAS: Desigo

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
MH Park	7	Wireless T-stat.	BC-PM	1	Desigo
			BC-I	3	

**1842-0002 Central Broward Regional
Park 3700 NW 11 Place, Lauderhill, FL
33311 BAS: I-VUE**

Property Abbreviation	QTY	Description	PM Task	Annual Freq.	BAS
CBRP	1	DCIV 101ED-1 (including expansion, communications cards, and modules) and BAS software	BAS-SW	2	Carrier
			BC-PM	1	
			BC-I	3	
CBRP	4	AHU Controller (125UX)	BS-PM	1	Carrier
			BS-I	3	
CBRP	15	VAV Controller (40CZ-3)	BS-PM	1	Carrier
			BS-I	3	
CBRP	37	Temperature sensor (SA, DA, ZN, RA, MA, Water)	ES-PM	1	Carrier
			ES-I	3	
CBRP	4	AHU Air Sensors (Static Pressure, CFM, filter)	PNS-PM	1	Carrier
			PNS-I	3	
CBRP	38	Fan/Motor/Damper status	ES-PM	1	Carrier
			ES-I	3	

CBRP	19	Actuators (pneumatic, electric; damper, water, VAV)	PNA-PM	1	Carrier
			PNA-I	3	

Service Checklist and Schedule		
Task Property Abbreviation	Task Order	Task Description
PC-PM	1	Report in with appropriate Broward County personnel
	2	Review BAS software for CRITICAL, FOLLOW-UP and OFF-LINE status indications.
	3	Review BAS software for OVERRIDE, DISABLED and LOCKOUT status indications
	4	Review System Event Log with customer; discuss BAS operational concerns.
	5	Perform or schedule "Corrective Maintenance" procedures as appropriate to resolve situations noted in the preceding Reviews
	6	Install appropriate Software refinement and problem correction revisions ("Minor Rev's"), as they become available.
	7	Check monitor for clarity, focus and color
	8	Perform Software Diagnostic Test
	9	Cycle power; listen for unusual motor/bearing noise.
	10	Verify proper system restart; check system date, time, and hardware status.
	11	Clean exterior surfaces.
	12	Save/Copy Workstation Data Base, including custom graphics and resident Archive Data Bases, as indicated in the contract.
PC-I	1	Report in with appropriate Broward County personnel
	2	Check monitor for clarity, focus and color

	3	Clean Read/Write heads of removable disk drive(s).
	4	Cycle power; listen for unusual motor/bearing noise.
	5	Verify proper system restart; check system date, time, and hardware status.
	6	Clean exterior surfaces.
RTF	1	Run to Fail
BC-PM	1	Visually inspect cabinet and observe operation
	2	Check diagnostic LED's.
	3	Note any AC or DC faults.
	4	Reset circuit breakers if needed.
	5	Inspect and reseat boards, modules, and termination blocks.
	6	Verify layout sheet matches actual cabinet configuration.
	7	Check for low battery. Replace is needed.
	8	Note any AC or DC faults.
	9	Clean and vacuum cabinet
	10	Note any disabled points in service ticket.
	11	Note any points in alarm in service ticket.
	12	Note unresolved/failed points in service ticket.
	13	Note any points in operator/override/hand.
	14	Correct unresolved/failed points, panel programming and alarm report problems.
	15	Review with customer before attempting to change/correct.
	16	Verify operation of programming.
	17	Run cabinet memory report. Note any issues in service ticket.
	18	Verify proper LAN communications.
	19	Modify software and point database as required.
	20	Run System Integrity Test

	21	Eliminate duplicate points and redundant loops
	22	Check for causes of unnecessary trunk traffic.
	23	Back up any changes made. Provide back up to owner.
	24	Document / review changes and reports with the customer.
	25	Perform analysis of the control strategies and recommends for improved system performance.
	26	Software update/upgrade – when opportunities for improvement are identified, suggest options which provide additional system benefits. These updates/upgrade will be provided as part of the contract.
BS-PM		
	1	Check operation of interface modules
	2	Note unresolved points
	3	Correct unresolved/failed points, panel programming and alarms problems.
	4	Check diagnostic lights/LEDs for anomalies
	5	Note any AC or DC faults. Note any issues in service ticket
	6	Reset circuit breakers if needed
	7	Inspect and reseat boards, modules, and termination blocks
	8	Verify HOA's switch (s) not overridden at point term modules
	9	Run System Integrity Test
	10	Verify layout sheet matches actual cabinet configuration
	11	Note revision date
	12	Verify that point module labels match actual point configuration.
	13	Check for low battery
	14	Check all electrical wiring and tighten loose connections
	15	Check all wires for fraying and re-terminate if required
	16	Ensure communication shield is not creating a ground loop
	17	Delete points that are not being used
	18	Ensure the hardware log is in the cabinet and current
	19	Back up any changes. Provide back up to owner.
	20	Clean and vacuum cabinet

PNS-PM	1	Visually inspect for dirt, lint, leaks, or damage. Remedy as needed
	2	Verify reading at sensor and compare to system/gage reading. Correct s needed
	3	Repair or replace as needed. Note details in service ticket. Correct s needed
	4	Calibrate, as necessary.
PNA-PM		
	1	Visually inspect for dirt, lint, leaks, or damage. Remedy as needed
	2	Verify set point(s) is in control range of controlled medium. Correct as needed
	3	Successful Contractor communication to building controller. Correct as needed
	4	Check operator stroke through entire range. Correct as needed
	5	Visually inspect for leaks at diaphragm and/or stem. Correct as needed
	6	Visually inspect linkage for bending, binding, or slipping. Correct as needed
ES-PM		
	1	Visually inspect for dirt, lint, or damage. Remedy as needed
	2	Successful Contractor communication to building controller. Correct as needed
	3	Verify reading at sensor and compare to system/gage reading. Correct as needed
	4	Calibrate as necessary
EA-PM		
	1	Visually inspect for dirt, lint, or damage. Remedy as needed
	2	Verify set point(s) is in control range of controlled medium. Correct as needed
	3	Successful Contractor communication to building controller. Correct as needed
	4	Check operator stroke through entire range. Correct as needed

	5	Visually inspect for leaks at diaphragm and/or stem. Correct as needed
	6	Visually inspect linkage for bending, binding, or slipping. Correct as needed
BAS-SW	1	Schedule install of software update in advance with customer
	2	Ensure PC has adequate memory to accept update
	3	Recommend min PC requirements if customer supplied PC
	4	Back up BAS software
	5	Back up graphics database
	6	Back up all BAS device controller/field panel databases
	7	Provide software update by following outlined procedures
	8	Troubleshoot as required
	9	Review new features, functions, and documentation with client
	10	Train County personnel on new features and value of updates
	11	Review software release notes with County personnel and leave on site
BAS-NT	1	Run the network cabinet display report
	2	Verify all nodes are communicating on the network and can recognize each other
	3	Run point list and device programming report. Verify proper operation of programming.
	4	Run a report of all disabled or failed points. Correct as required
	5	Run a report of all points in alarm. Provide copy to Contract Administrator and plan of action to reduce alarms.
	6	Run a report of all points in hand/override. Provide copy to Contract Administrator
	7	Review with County personnel before attempting to change/correct
	8	Run the trend report. Note any problems. Provide copy to contract administrator

	9	Check all hardware with the network running. Correct and report all issues.
	10	Verify points needed to be commanded / enabled for change of values
	11	Verify findings are within network specs
	12	Perform Network Performance Test Discuss finding with Contract Administrator or designee.
BC-I	1	Visually inspect cabinet and observe operation
	2	Check diagnostic LED's
	3	Note any ac or dc faults
	4	Inspect and reseal boards, modules, and termination blocks
	5	Verify HOA switch(s) not overridden at point terminal modules
	6	Review with County personnel before attempting to change/correct
	7	Check if low battery LED is on
	8	Check date of last battery replacement
	9	Replace battery if expiration date has been met or exceeded
	10	Record replacement date
	11	Check all electrical wiring and tighten loose connections
	12	Ensure communication shield is not creating a ground loop
	13	Delete points in monitor that are not being used
	14	Clean as necessary
BS-I	1	Check all electrical wiring and tighten loose connections
	2	Check diagnostic LED's
	3	Observe periodic blinking if LEDs are installed
	4	Verify accuracy of Property label for the panel.
PNS-I	1	Check all electrical wiring and tighten loose connections
	2	Visually inspect for dirt, lint, or damage. Remedy as needed
	3	Successful Contractor communication to building controller. Correct as needed

Service Checklist and Schedule		
PNA-I	1	Check operator stroke through entire range
	2	Visually inspect for leaks at diaphragm and/or stem
	3	Inform County personnel of needed repairs or operational adjustments
ES-I	1	Successful Contractor relative accuracy through system reports
	2	Calibrate system reading as necessary
	3	Clean device
EA-I	1	Check operator stroke through entire range
	2	Visually inspect for binding at linkage and/or stem
	3	Clean device
VAV-P	1	Verify local reading at temperature sensor that VAV is at set point
	2	Verify VAV damper modulates
	3	Command VAV to minimum position. Verify damper is at minimum position. Flow decreases
	4	Command VAV to maximum position. Verify damper is at maximum position. Flow increases
BAS-LT	1	Run pre-loop tuning reports as appropriate
	2	Identify loops experiencing hunting or excessive change of values
	3	Identify control point variances
	4	Change the proportional, integral, derivative (PID) variables of the control loop to achieve the most effective system response
	5	Ensure system does not overshoot and hunt back and forth excessively in trying to reach the desired target.
	6	Review client site logbook with County personnel
	7	Review history reports for improper system operation
	8	Obtain permission to perform a bump test of control loop

	9	Run loop tuning application per field panel user's manual
	10	Review reports and loop tuning results with the County personnel
	11	Ensure understanding of value / benefits of control loop
PNC-PM	1	Visually inspect. Note general condition and operation
	2	Record compressor run time
	3	Drain the tank/bowl. Check auto drain if applicable
	4	Check operation of unloader
	5	Megohm and record (annual)
	6	Measure motor current and voltage
	7	Check starter / alternator wiring, contacts, and operation
	8	Dryer - Check for lint and dust on evaporator coil
	9	Dryer - Visually inspect. Note general condition and operation
	10	Dryer - Visually inspect for oil leaks on air and refrigerant side
	11	Dryer - Inform County personnel of needed repairs or operational adjustments
PNC-I	1	Visually inspect. Note general condition and operation
	2	Drain the tank/bowl. Check auto drain if applicable
	3	Dryer - Check for lint and dust on evaporator coil
	4	Dryer - Visually inspect. Note general condition and operation
	5	Visually inspect. Note general condition and operation
	6	Dryer - Visually inspect for oil leaks on air and refrigerant side

(The remainder of this page is intentionally left blank.)

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

**EXHIBIT B-1
PRICING FOR NON-COVERED SERVICES (OPTIONAL SERVICES)**

1. OPTIONAL SERVICES (Repair Service not Covered by Planned Services)

a. For repairs that are not covered by Planned Service, EXHIBIT A-1.

b. Pricing – See Table of Hourly Rates and Table of Overtime Multipliers below:

Table of Hourly Rates

Position Title	Standard Hourly Rate (\$/HR)	Discounted Hourly Rate to the County ___% off Standard Hourly Rates (\$/HR)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Table of Overtime Multipliers

DAYS	Overtime Multiplier	
MONDAY - FRIDAY (Outside of Normal Business Hours*)		x Appropriate Discounted Hourly Rate
SATURDAYS		x Appropriate Discounted Hourly Rate
SUNDAYS and HOLIDAYS		x Appropriate Discounted Hourly Rate
*Normal Business Hours - Monday through Friday, 7:00a.m. to 4:00p.m., except holidays		

c. Third Party Materials – shall provide all materials on a pass-thru basis and submit such invoices with pay request to validate the cost.

d. Shall provide a less ___% discount from the current published list price on building automation components.

e. Hourly Rate Price Adjustments for any renewal period shall be pursuant to Section 4.4. - Extension Rates and Terms

Exhibit C Minimum Insurance Requirements

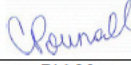
INSURANCE REQUIREMENTS

Project: Building Automation System Services
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2021.01.19
 15:40:55 -05'00'
 Risk Management Division

**Exhibit D
Work Authorization**

Agreement Title: _____
Agreement Date: _____
Contract Number: _____
Work Authorization No. _____
Contractor: _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County’s Notice to Proceed until [____ (____)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: \$[_____].

The total fee for goods and services under this Work Authorization is: \$[_____] (“Total Fee”).

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

County

Project Manager Date Contract Administrator Date

Approved as to form by Office of the
Broward County Attorney: _____
Board or Designee Date

Assistant County Attorney Date

Contractor [Name of Contractor]

WITNESSES

Signature Signed Date

Print/Type Name Print/Type Name

Signature Title

Signature

Print/Type Name

ATTEST

Signed Date

(Print/Type Name of Secretary)

CORPORATE SEAL

Exhibit E
Prevailing Wage Statement of Compliance

No. _____

Agreement No. _____ Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5, Broward County Code of Ordinances, and the applicable conditions of this Agreement.

Dated _____, _____

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: _____
Print Name: _____
State of Florida at Large (Seal)
My commission expires:

Exhibit F
CBE/SBE Subcontractor Schedule and Letters of Intent

Contractor represents that the CBE or SBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.

**Exhibit G
Certification of Payments to Subcontractors and Suppliers**

RLI/Bid/Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.

2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

Contractor Name
By _____
(Signature)
By _____
(Name and Title)

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: _____
Print Name: _____
State of Florida at Large (Seal)
My commission expires:

Exhibit H
BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE _____

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and _____ with its principal office located at _____ (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Definitions

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “E PHI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;

- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

Section 2: Effective Dates

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the "Effective Date").

Section 3: Confidentiality

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2 If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 4: Obligations and Activities of Business Associate

Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii)

the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.
- c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 5: Obligations of County

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

Section 6: Term and Termination

6.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

a. Upon County's knowledge of a material breach of this BAA by Business Associate, County may: Provide an opportunity for Business Associate to cure the breach within the time for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.2 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.3 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business

Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

Section 7: Miscellaneous

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY,
FLORIDA, AND BUSINESS ASSOCIATE_____**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By_____
County Administrator

(Print Name of Witness)

____ day of _____, 20

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By_____
Assistant County Attorney (Date)

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY,
FLORIDA, AND BUSINESS ASSOCIATE**

BUSINESS ASSOCIATE

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

____ day of _____, 20____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notification this _____ day of _____, 20____, by _____
_____, as _____, of the _____.

Personally Known OR Produced Identification
Type of Identification Produced

Print Name:
Notary Public, State of
Commission No.

Commission Expires:

Exhibit I
ETS Security Requirements

Enterprise Technology Services Security Requirements Exhibit – High Risk

Solicitation Title:	
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Definitions.

“Agreement” means the written contract executed between Contractor and County, if any; the terms and conditions stated in the applicable competitive solicitation, if no mutually executed contract; or, if none of the above, the applicable purchase order issued by County.

“Contractor” means the vendor providing the goods or services pursuant to the Agreement.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. Contractor shall immediately notify County of any

terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys (“AES-256”) or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County’s Contract Administrator, and disclose any default accounts or backdoors that exist for access to County’s network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County’s Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor’s or the original Equipment manufacturer’s website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County’s cardholder data environment (“CDE”), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program (“CISP”) Payment Application Best Practices and Audit Procedures including Security Standards Council’s Payment Card Industry (“PCI”) Data Security Standard (“DSS”), including the functions relating to storing, processing, and transmitting of the cardholder data;

- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9.Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider

Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

Exhibit J
General 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:

1. 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.
2. 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:

1. 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.
2. 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.

3. 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:

1. 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.
2. 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.
3. 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