

AGREEMENT**GOODS AND SERVICES AGREEMENT**

THIS GOODS AND SERVICES AGREEMENT is made as of **August 2, 2022**. (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and Johnson Controls Inc, located in Milwaukee, Wisconsin ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 22-0076-M-BW ("ITB") for; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in this Goods and Services Agreement, any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate and/or scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT**3. Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Facility Manager, Utilities.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on:
 - ☒ **the Effective Date** and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** -
 - ☒ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in Term of Agreement-Initial Term.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

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7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$1,367,850.00, with an annual not-to-exceed expenditure of \$273,570.00 per year, for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- C. **Travel Expenses** -
 - ☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

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- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

☒ to the designated person as set out in the Notices Section herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Facility Manager, Utilities or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Johnson Controls Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

- B. **Assignment** -

☒ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

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A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- B. Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

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22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

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29. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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31. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Lori Sullivan

Facility Manager, Utilities

6730 142nd Avenue North

Largo, FL 33771

losullivan@pinellascounty.org

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

mceleste@pinellascounty.org

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For Contractor:

Attn: Lindsay Allgeyer

Branch Service Manager

Johnson Controls Inc

5757 North Green Bay Avenue

Milwaukee, WI 53209

lindsay.allgeyer@jci.com

34. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

38. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement,

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(ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

41. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

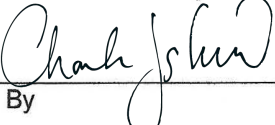
AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners



By

Charlie Justice

Chairman

ATTEST: KEN BURKE, CLERK

By: 



Johnson Controls Inc

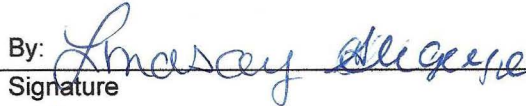
Name of Firm

By:

Signature

Print Name

Title



Lindsay Allgayer

Branch Service Manager

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A - STATEMENT OF WORK

1. BACKGROUND

It is the intent of the Pinellas County Purchasing Department on the behalf of the Pinellas County Utilities Department to establish a contract for full service comprehensive monthly, semi-annual and annual preventative maintenance program for the HVAC Chillers and associated equipment, located at **Pinellas County Utilities Logan Laboratory, 1620 Ridge Rd Building B, Largo, Florida 33778** and to provide repair services on the chillers and related equipment as and when required.

2. VENDOR QUALIFICATION AND LICENSING REQUIREMENTS

- (a) Contractor, Contractor's principal, or Contractor's staff shall have been regularly engaged in the business of evaluation, design, and installation of HVAC systems for at least five (5) years.
- (b) All technicians selected to perform work under this contract must have applicable commercial HVAC experience, licenses, certifications and proof of training in servicing chillers, boilers, electrical systems, control systems and mechanical equipment.
- (c) All technicians selected to perform work under this contract must have United States Environmental Protection Agency (EPA) certification in refrigerant recovery systems (universal certification required).
- (d) Vendors must submit with their bid a State Registered Class B HVAC License, Proof of registration with the Pinellas County Licensing Board, and any other applicable local licenses and/or certificates to prove their qualifications in performing the HVAC maintenance, repair and installation for which they submit a bid.
- (e) The contractor shall use York certified factory trained personnel to service and maintain the equipment, controls and software. Personnel shall be directly employed and supervised by the contractor and must be qualified and experienced in keeping the specified equipment/software in proper operating condition. Subcontractors must have prior written approval from the County to perform services on this equipment.
- (f) All work performed will be conducted in compliance with the Occupational Health and Safety Association (OSHA) standards.

3. SECURITY AND BACKGROUND CHECKS

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver's license and Social Security card are required for completing the background check and obtaining a security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

SERVICES AGREEMENT

EXHIBIT A

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Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver's license, Social Security card, and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team.

The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re-apply.**

Additional Requirements for areas with confidential law enforcement documents and data:

The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that has successfully completed fingerprinting are required to complete online Security and Awareness training.

Additional Requirements exist for the Young-Rainey STAR Center facilities. If applicable, the Contractor will submit to the Raytheon representative the following:

- Original birth certificate
- Original passport (proof that subject is a naturalized citizen of the United States of America)

No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing or terminating security clearances for contractor employees for the Raytheon locations only.

Step Three - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.

- a) A list of all assigned personnel, showing the employee's full name, address, telephone number, date, and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly

SERVICES AGREEMENT

EXHIBIT A

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submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to the awardee by the Utilities Department during the pre-commencement meeting.

- b) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff's Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- c) All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
- d) The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

4. PLACE OF SERVICE

Contractor, in the performance of all services under this Agreement, may require its property and/or employees, subcontractors, consultants, or other agents to go upon PCU's property and to be in proximity of PCU's employees and contractors. Contractor agrees that in doing so, proper precautions will be taken to carry on its operations in a safe, competent, and professional manner at all times, both in performing the services under this Agreement and in entering and leaving PCU's property. Neither Contractor nor its employees, subcontractors, consultants or other agents shall permit or enable any unnecessary person to enter PCU's premises, nor permit or enable to enter PCU's premises any person PCU has requested be removed from and precluded from entering PCU's premises, whether for reasons of security of persons, property or information. Contractor shall require its employees, subcontractors, consultants, and other agents to comply with the policies and procedures made known by PCU concerning entry, exit, and conduct upon PCU's premises, including background screening and use of security badges or access cards if required by PCU. Contractor shall not permit any person to obtain or retain possession of any access card or device beyond the conclusion of the Work or otherwise beyond the duration of PCU's express authorization. Contractor shall obtain appropriate background checks on all of the Contractor's employees, agents, or consultants prior to their entry on Pinellas County

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premises, and will ensure all subcontractors are held to the same standard relating to their employees, agents, or consultants performing services on Purchaser's premises.

In all instances, Contractor shall honor requests for immediate removal of Contractor's employees, sub-contractors, consultants, agents, etc. in instances deemed to involve a conflict of interest, or for any other reason(s) deemed to be in Purchaser's best interest, at Purchaser's sole reasonable discretion.

5. COVID PROTOCOL

Contractor agrees to follow the then-current State Department of Health and CDC guidelines concerning COVID. If a Contractor, their employees, consultants, delivery drivers, or representatives becomes sick (symptoms may include fever, cough, and shortness of breath) the Contractor will ensure that said person will not provide services until verification of testing negative for COVID has been conducted.

Contractors that experience delays on projects due to COVID-19 should rely on the following best practices to request/claim excusable time extensions and avoid contract terminations. Contractors shall provide timely notice and Contractor shall keep performing when possible.

6. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. All Contractors and their agents, while performing work and/or services pursuant to this Agreement, are expected to conduct themselves accordingly.

All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. Contractor agrees to cause all of its employees, subcontractors, consultants and other agents to honor this policy.

7. CYBER SECURITY

The Contractor, its subsidiaries have taken all technical and organizational measures necessary to protect the information technology systems and data used in connection with the operation of the Contractor, its subsidiaries' businesses. Without limiting the foregoing, the Contractor, its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the operation of the Contractor,

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EXHIBIT A

STATEMENT OF WORK

its subsidiaries' businesses ("Breach"). There has been no such Breach, and the Contractor, its subsidiaries have not been notified of and have no knowledge of any event or condition that would reasonably be expected to result in, any such Breach. Should a breach occur the Contractor, its subsidiaries will notify Pinellas County immediately.

8. CONTRACT SPECIFICATIONS AND REQUIREMENTS

- A. Goods and Services Agreement: The awarded contractor will be required to execute this Goods and Services Agreement. No exceptions to this Goods and Services Agreement will be accepted.
- B. Full preventative maintenance services to be provided for the equipment covered herein as identified under covered equipment below. Contractor to furnish all (but not limited to) supervision, labor, parts, materials, equipment, nitrogen, chemicals, oil, refrigerant, transportation, travel, freight and all effort necessary to perform the requirements:

Covered Equipment:

- a. Kreuter Control System
 - b. Phoenix Control System
 - c. Triatek Pressure Differential Monitors
 - d. (22) Phoenix Make Up Air Valve "MAV"
 - e. (39) Phoenix Exhaust Air Valve "EAV"
 - f. Carrier Chiller Model #30GTN130-520AL
 - g. York Chiller Model #YCAS0180EC17
 - h. (8) Greenheck Exhaust Fans
 - i. (5) York RTU's
 - j. Carrier RTU
 - k. (13) Metalaire Variable Air Volume "VAV" boxes
 - l. (2) Teledyne Boilers
 - m. Chill Water Pumps
 - n. (2) Hot Water Pumps
 - o. (8) Speed Drives
 - p. Duct Reheat Coils
 - q. Freidrich Mini-Split A/C system
- C. All technicians selected to work on this contract must be familiar with the various equipment and the location of the covered equipment. The contractor's representative will be responsible for training the technicians on the layout of the building and the location of the equipment.
- D. The contractor will have a designated representative for Pinellas County Utilities Logan Laboratory and will oversee the technicians assigned to this contract. This representative will also provide all required reports, documentation, estimates, invoices etc., to the designated Pinellas County Utilities Contract Manager or designee.

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- E. All technicians employed by the contractor will be required to wear company identification at the worksite(s).
- F. Professional workmanship shall meet or exceed current SMACNA (Sheet Metal and Air Conditioning Contractors National Association) and ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) standards. Unless otherwise specified, the contractor shall guarantee the labor and the materials used in the performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.
- G. All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one-year after completion of the installation/repair or within the manufacturer's warranty, whichever is the later period.
- H. In the event that the new equipment or parts installed by the contractor fails and is under warranty, the contractor will be responsible for replacement and contacting the company for warranty repair. The County will not be responsible for any additional costs to repair new equipment or parts that are still under warranty. The contractor is responsible for all liability of warranted repair.
- I. Any shutdown of service and/or utilities, other than in an emergency in order to protect equipment/persons must be approved and scheduled with the Utilities Contract Manager or designee.
- J. All technicians shall check in with the front desk receptionist and notify the laboratory representative, prior to reporting to the site and checking in.
- K. The contractor will be required to keep legible and detailed preventative maintenance documentation on all work performed for both the chillers and boilers provided for under this contract. In addition to the invoicing requirements detailed in Exhibit D - Payment/Invoices, monthly billing invoices shall include but are not limited to the following items:
 - a. name of building contact that placed the service call
 - b. date of service
 - c. site arrival and departure
 - d. specific area and equipment being serviced (location of equipment, make and model, serial number)
 - e. detailed diagnosis of the problem/repair
 - f. services performed
 - g. number of service hours
 - h. hourly rate for services performed
 - i. material(s) used
 - j. cost of material(s)/equipment, including copy of original parts invoices
 - k. name of the technician
 - l. job title of the technician
 - m. signature of building contact
 - n. warranty period of any new material/equipment installed
 - o. warranty period for repairs

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- L. The contractor will be responsible for the daily removal of all debris and trash prior to leaving the work area. Clean up of the work area shall be at no additional cost to the County.
- M. If at any time the Utilities Contract Manager or designee is dissatisfied with the service and/or the labor performed under this contract, the County may request and receive a new technician(s) to service its buildings.

9. SUBCONTRACTING

The contractor shall not subcontract any part of this contract without the prior written approval of the Utilities Contract Manager or designee. All technicians working on County owned equipment must be employed by and responsible to the contractor.

10. SERVICE CALLS AND RESPONSE TIME

- A. The contractor shall be available for emergency call on a twenty-four (24) hour basis, seven days a week.
- B. The contractor shall respond within thirty (30) minutes and commence work within one (1) hour or less for emergency repairs. Emergency repairs may include but are not limited to broken water/boiler lines, computer room HVAC, or any other condition that may be considered unsafe or hazardous or may cause property damage to the building or affect operations.
- C. The contractor shall respond within thirty (30) minutes and commence work within three (3) business hours or less for regular repairs which may include but not limited to equipment malfunctions. All work billed at an overtime rate, must have prior approval by Contract Manager or designee.
- D. The contractor shall complete all preventative maintenance and inspection(s) during normal working hours from 7:00 am to 5:00 pm EST, Monday thru Friday, excluding County holidays.

11. REPAIRS

- A. The time, location, or extent of repairs on the covered equipment cannot be predetermined. In order to establish a fair and equitable means of bidding, repairs will be performed on a time and materials basis.
- B. Major repairs will be defined as any repair exceeding two thousand dollars (\$2,000.00). Prior to commencing work, the contractor shall submit a written estimate to the Utilities Contract Manager or designee for the cost of time and materials. The contractor must receive written authorization and approval from the Utilities Contract Manager or designee before commencing work. If the repair is deemed an emergency by the Utilities Contract Manager, this requirement may be waived by the Utilities Contract Manager. Unauthorized work performed under this contract shall be at the

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contractor's risk and the County shall not be responsible for payment to the contractor for any work performed by the contractor that is not initially authorized.

- C. Replacement of complete units are not included in this contract. Total unit replacement will be bid separately from this contract.
- D. Materials will be bid on an as needed basis at cost plus percentage markup. The contractor must provide proof of cost to the Utilities Contract Manager or designee, with each invoice billed to Pinellas County.

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- E. The contractor shall provide all the necessary equipment and tools required to perform the services and repairs of this contract. This shall include, but not limited to vacuum pumps, welding torches, evacuation equipment, gauges, electronic sniffers, ladders and assorted hand/power tools. Expendable items needed to perform the repair or maintenance such as, but not limited to: silver solder, welding gas, flux, tape, screws, wire nuts, and nitrogen etc. shall be considered part of the repair and at no additional cost to the County.
- F. Refrigerant will be considered a part and billed cost plus percentage markup.
- G. The contractor will not charge the County any additional costs (truck charge, fuel charge) other than labor and materials to perform the repair. All costs must be factored into labor and materials charges.

12. UNSPECIFIED WORK

Unspecified work is defined as like services that may be required due to unexpected conditions or events. Unspecified work is **Not Guaranteed** as part of the contract and must be properly authorized by the County before performed.

12. PREVENTATIVE MAINTENANCE SCHEDULE

RTU/AHU

Monthly

1. Replace filters – approximate total, 85 (including sizes, but not limited to: 20x20x2; 16x20x2; 19.5x34x2; 19.5x23.5x2; 12x24x2 and 12x30x2)
2. Replenish pan treatment
3. Inspect all coils for cleanliness, fin condition
4. Clean all coils as needed
5. Tighten all electrical connections
6. Inspect all wiring for chafing, burning, deteriorated insulation
7. Inspect all compressors and starter contacts and free movement if applicable
8. Inspect condenser fans, blade condition, clearance, etc.
9. Lube fan motors/blower motors, if applicable
10. Lube fan bearings/blower bearings, if applicable
11. Lube fan drive/blower drive, if applicable
12. Inspect refrigerant system for possible leaks, if applicable
13. Record amount of refrigerant removed from or added to system, if applicable
14. Inspect unit disconnect
15. Check drive components for wear and alignment
16. Check blower wheels – condition and cleanliness/clean as needed
17. Inspect blower housing, deck mountings – cracks, loose bolts, etc.
18. Inspect all wiring for chafing, burning, deteriorated insulation
19. Record overall condition of equipment

CHILLERS

Monthly

1. Record system operating temperatures and pressures.
2. Check oil level in oil separator sight glass, as necessary.
3. Check liquid line sight glass/moisture indicator, as necessary.
4. Check condenser coils for dirt/debris, clean as necessary.
5. Check programmable operating setpoints and safety cutouts.
6. Check compressor and evaporator heater operation.

Semi-annual

1. Check superheat on the evaporator and the economizer feed to the compressor. *
2. Check condenser subcooling.*
3. Leak check chiller.*

Annual

1. Sample compressor oil, check for acid and replace if necessary.*

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2. Disconnect power source and lock out. Check tightness of power wiring connections.*
3. Clean all coils, as per manufacturers recommendation, at least 1 time per year

**These procedures must be performed at the specific time by an industry certified technician who has been trained and qualified to work on this type of equipment. A record of this procedure will be provided to the owner and remain on file.*

STATEMENT OF WORK

FILTERS

Monthly

1. Change all pre-filters on RTU's/AHU's – pleated 30% efficient **(must be Camfil Far 30/30 Merv 8 pleated filters, or equal)**

Annual

1. Change all final filters on RTU's/AHU's – pleated 90-95% efficient
2. Change all pre filters on Exhaust Fans – 30% efficient
3. Change all Charcoal filters on exhaust fans **(FILTERS MUST BE DISPOSABLE).**

BOILERS

Semi-Annual

1. Observe pilot and main burner flame for proper performance, clean tips as needed.
2. Inspect venting system for obstruction, leakage, corrosion.
3. Inspect combustion and ventilation openings, clear as needed.
4. Check for fouling on the external surfaces of the heat exchanger (if fouling is observed, locate and correct cause).

EXHAUST FANS

Semi-Annual

1. Inspect bolts, set screws. Tighten as needed.
2. Clean motor and fan shafts
3. Inspect pulleys and belts, check belt deflection, adjust as needed, replace belt(s) as needed

PUMPS AND PIPING

Annual

1. Inspect and clean filter assembly in Suction Diffuser.
2. Inspect and clean inlet vane assembly in suction diffuser.
3. Inspect pump housing for leaky seals or gaskets. Replace if needed.
4. Inspect piping for leaks, repair if needed.
5. Inspect piping insulation, repair if needed.

VFD's

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Annual

1. Heatsink temperature check and cleaning

ANNUAL

1. Megohm, or oil test compressors – record readings – when applicable
2. Clean all coils at least 1 time per year
3. Replace all belts

ADDITIONAL PREVENTATIVE MAINTENANCE

1. Coil cleaning (1) one time per year (during the winter months)
2. Each visit will be documented in an Operation Maintenance Log, supplied by the contractor, and kept on site for review by the county.
3. Equipment operation training for designated employees at the facility.

No part of this contract may be subcontracted except for the items noted.

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| UNIT | MANUF | PLEATED PRE FILTERS 30% EFFICIENT (MUST BE CAMFIL FAR 30/30 MERV 8 PLEATED FILTERS, OR EQUAL) | FINAL FILTERS 90 - 95% EFFICIENT | MEDIA PRE FILTERS | CHARCOAL FILTER (FILTERS MUST BE DISPOSABLE) |
|---------------|--------------|--|--|--------------------------|---|
| | | | | | |
| RTU #1 | YORK | 2 each - 20 X 20 X 2 | | | |
| | | 2each - 16 X 20 X 2 | | | |
| | | | | | |
| RTU #2 | YORK | 4 each - 20 X 24 X 2 | | | |
| | | | | | |
| RTU #3 | YORK | 16 each- 16 X 20 X 2 | 6 each - VARICEL EXTENDED SURFACE AIR FILTER 331- 946-136 NOMINAL SIZE 20 X 20 X 12 VARICEL SH STD AF | | 6 each- AFVC - 0012 CHARCOAL V CELL 20 X 20 X 12 CLASS 2 |
| | | | 2 each - VARICEL EXTENDED SURFACE AIR FILTER 331-953-156 NOMINAL SIZE 16 X 20 X 12 VARICEL SH STD AF | | 2 each- AFVC - 6012 CHARCOAL V CELL 16 X 20 X 12 CLASS 2 |

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| RTU # 4 | CARRIER | | 3 each- AIRGUARD VARIPAK RS - 915 - PH SYNTHETIC 24 X 20 X 12 | 3 each- 23.5 X 19.5 X 2 METAL FRAME | 30 each- FARR REFILLABLE PLASTIC FRAMES 22 X 24 X 1 |
|----------------|----------------|--|--|---|--|
| | | | 3 each- AIRGUARD VARIPAK RS - 903 - PH SYNTHETIC 24 X 12 X 12 | 3 each- 23.5 X 11.5 X 2 METAL FRAME | |
| | | | | 4 each- 19.5 X 34.25 X 2 METAL FRAME | |
| | | | | | |

| RTU # 5 | YORK | 24 each- 16 X 20 X 2 | 12 each- VARICEL EXTENDED SURFACE AIR FILTER 331-946-136 NOMINAL SIZE 20 X 20 X 12 VARICEL SH STD AF | | 12 each- AIRFLOW AFVC - 6012 CHARCOAL V CELL 16 X 20 X 12 CLASS 2 |
|----------------|-------------|----------------------|--|--|---|
| | | | | | |
| RTU #6 | YORK | 4 each- 12 X 30 X 2 | | | |
| | | 4 each- 12 X 24 X 2 | | | |
| | | | | | |

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|--------------|--------------------------------|---------------------|--|--|--|
| EF #1 | GREENHECK 5295 CFM | 2 each- 24 X 24 X 4 | | | 42 each- FARR REFILLABLE PLASTIC FRAMES 22 X 24 X 1 |
| | | 2each- 12 X 24 X 4 | | | |
| | | | | | |
| EF #2 | GREENHECK 10745 CFM | 2 each- 12 X 24 X 4 | | | 64 each- FARR REFILLABLE PLASTIC FRAMES 22 X 24 X 1 |
| | | 8 each- 24 X 24 X 4 | | | 16 each- FARR REFILLABLE PLASTIC FRAMES 16.5 X 24 X 1 |
| | | | | | |
| EF #3 | GREENHECK 1745 CFM | 1 each- 24 X 24 X 4 | | | 12 each- FARR REFILLABLE PLASTIC FRAMES 24 X 24 X 1 |
| | | | | | |
| EF #5 | COOK 2005 CFM | 1 each- 24 X 24 X 2 | | | 12 each- 24 x 24 x 1 NON REFILLABLE METAL FRAME |
| | | | | | |

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| | | | | | |
|--------------|--------------------------|---------------------|--|--|---|
| EF #5 | COOK 2005 CFM | 1 each- 24 X 24 X 2 | | | 12 each- 24 x 24 x 1 NON REFILLABLE METAL FRAME |
|--------------|--------------------------|---------------------|--|--|---|

| | | | | | |
|--------------|--------------------------|---------------------|--|--|---|
| | | | | | |
| EF #6 | COOK 4875 CFM | 2 each- 24 X 24 X 2 | | | 30 each- 24 x 24 x 1 NON REFILLABLE METAL FRAME |
| | | 1 each- 12 X 24 X 2 | | | |
| EF #7 | COOK 1400 CFM | 1 each- 24 X 24 X 2 | | | 12 each- 24 x 24 x 1 NON REFILLABLE METAL FRAME |

AGREEMENT**EXHIBIT B - INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of

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Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
3. Provide that County will be an additional indemnified party of the subcontract;
4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
6. Assign all warranties directly to the County; and
7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

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- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

| | |
|--------|-------------------|
| Limits | Florida Statutory |
|--------|-------------------|

Employers' Liability Limits

| | |
|----------------------|------------|
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

| | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 2,000,000 |
| Personal Injury and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

- 3) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

SECTION A - MONTHLY PREVENTATIVE MAINTENANCE

| ITEM | EQUIPMENT | QUANTITY | UOM | UNIT PRICE | EXTENDED ANNUAL COST (Qty x Unit x 12) |
|------|---|----------|---------|-------------|---|
| 1 | Carrier Chiller Model #30GTN130-520AL | 12 | MONTHLY | \$ 127.00 | \$ 1,524.00 |
| 2 | York Chiller Model #YCAS0180EC17 | 12 | MONTHLY | \$ 127.00 | \$ 1,524.00 |
| 3 | York RTU's (five) | 60 | MONTHLY | \$ 135.00 | \$ 8,100.00 |
| 4 | Carrier RTU | 12 | MONTHLY | \$ 65.00 | \$ 780.00 |
| 5 | FILTERS – RTU PRE FILTERS PLEATED 30% EFFICIENT (MUST BE CAMFIL FAR 30/30 MERV 8 PLEATED FILTERS, OR EQUAL) | 12 | MONTHLY | \$ 1,156.00 | \$ 13,872.00 |

SUBTOTAL - MONTHLY PREVENTATIVE MAINTENANCE (A): \$ 25,800.00

SECTION B - SEMI-ANNUAL PREVENTATIVE MAINTENANCE

| ITEM | EQUIPMENT | QUANTITY | UOM | UNIT PRICE | EXTENDED ANNUAL COST (Qty x Unit x 2) |
|------|---|----------|-------------|------------|--|
| 6 | Carrier Chiller Model #30GTN130-520AL | 2 | SEMI-ANNUAL | \$ 56.00 | \$ 112.00 |
| 7 | York Chiller Model #YCAS0180EC17 | 2 | SEMI-ANNUAL | \$ 56.00 | \$ 112.00 |
| 8 | Teledyne Boilers (two) | 4 | SEMI-ANNUAL | \$ 182.00 | \$ 728.00 |
| 9 | Greenheck Exhaust Fans (eight) | 16 | SEMI-ANNUAL | \$ 31.00 | \$ 496.00 |
| 10 | Quincy Air Compressor Model QRD3DT1200009 Ser. # 20030415-0084 | 2 | SEMI-ANNUAL | \$ 57.00 | \$ 114.00 |

SUB-TOTAL - SEMI-ANNUAL PREVENTATIVE MAINTENANCE (B): \$ 1,562.00

SECTION C - ANNUAL PREVENTATIVE MAINTENANCE

| ITEM | EQUIPMENT | QUANTITY | UOM | UNIT PRICE | EXTENDED ANNUAL COST |
|------|---|----------|--------|--------------|----------------------|
| 11 | Carrier Chiller Model #30GTN130-520AL | 1 | ANNUAL | \$ 936.00 | \$ 936.00 |
| 12 | York Chiller Model #YCAS0180EC17 | 1 | ANNUAL | \$ 952.00 | \$ 952.00 |
| 13 | Teledyne Boilers (two) | 2 | ANNUAL | \$ 182.00 | \$ 364.00 |
| 14 | Greenheck Exhaust Fans (eight) | 8 | ANNUAL | \$ 31.00 | \$ 248.00 |
| 15 | Quincy Air Compressor Model QRD3DT1200009 Ser. # 20030415-0084 | 1 | ANNUAL | \$ 58.00 | \$ 58.00 |
| 16 | FILTERS – EXHAUST CHARCOAL (MUST BE DISPOSABLE) | 1 | ANNUAL | \$ 32,112.00 | \$ 32,112.00 |
| 17 | FILTERS – RTU FINAL FILTERS PLEATED 90-95% EFFICIENT | 1 | ANNUAL | \$ 3,738.00 | \$ 3,738.00 |

SUBTOTAL - ANNUAL PREVENTATIVE MAINTENANCE (C): \$ 38,408.00

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SECTION D - REPAIRS

| ITEM | DESCRIPTION | ESTIMATED HOURS | LABOR RATE | EXTENDED TOTAL |
|------|---------------------------------------|-----------------|------------|----------------|
| 18 | Carrier Chiller Model #30GTN130-520AL | 200 | \$ 100.00 | \$ 20,000.00 |
| 19 | York Chiller Model #YCAS0180EC17 | 600 | \$ 100.00 | \$ 60,000.00 |
| 20 | Fume Hood Repairs | 100 | \$ 78.00 | \$ 7,800.00 |

| ITEM | DESCRIPTION | ESTIMATED EXPENDITURE | COST PLUS PERCENTAGE | TOTAL |
|------|------------------------------|-----------------------|----------------------|---------------|
| 21 | ESTIMATED PARTS AT COST PLUS | \$ 80,000.00 | 25.00% | \$ 100,000.00 |

| | | | | |
|--------------------------|--|--|----|------------|
| SUB-TOTAL - REPAIRS (D): | | | \$ | 187,800.00 |
|--------------------------|--|--|----|------------|

UNSPECIFIED WORK - Unspecified work is defined as like services that may be required due to unexpected conditions or events. Unspecified work is Not Guaranteed as part of the contract and must be properly authorized by the County before performed.

| | | |
|--|----|------------|
| Unspecified Work: Total Contract Expenditure Not-To-Exceed | \$ | 100,000.00 |
|--|----|------------|

| 5-YEAR TOTALS | |
|---------------------|------------------------|
| TOTAL - SECTION A | \$ 129,000.00 |
| TOTAL - SECTION B | \$ 7,810.00 |
| TOTAL - SECTION C | \$ 192,040.00 |
| TOTAL - SECTION D | \$ 939,000.00 |
| TOTAL - UNSPECIFIED | \$ 100,000.00 |
| Bid Total | \$ 1,367,850.00 |

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

AGREEMENT**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.