

**TERM CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE  
(RFP-604479-22/LNF)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **CLIMATE CONTROL MECHANICAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 2695 NW 4<sup>th</sup> Street, Ocala, Florida 34475, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide heating, ventilation and air conditioning (HVAC) preventive maintenance, repairs, emergency and replacement services for various Seminole County locations on an as-needed basis for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials and Services.** COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the

solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of two (2) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials and Services.** Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. CONTRACTOR shall not be paid for work completed that was not requested by COUNTY. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement in accordance with the hourly rates as outlined in Exhibit C. When a Purchase Order is issued, the applicable Purchase Order amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders. COUNTY will not pay for travel time.

**Section 6. Payment and Billing.**

(a)  CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated amount stated within each Purchase Order. Moreover, in no event will COUNTY pay CONTRACTOR for any work completed that was not requested by COUNTY.

(b) All invoices must be submitted and received by COUNTY within thirty (30) calendar days of goods and services being provided. Each Purchase Order will be invoiced separately. CONTRACTOR will provide legible and itemized invoices that include:

- (1) Seminole County Purchase Order Number;
- (2) Seminole County Contract Number and Title;
- (3) Work Order/Request Number (if applicable);
- (4) Copy of written estimate approved by COUNTY;

(5) Requestor's Name, Telephone number, Signature, and name of Requesting Agency (such as Facilities Management);

(6) Date(s) of Service;

(7) Detailed description and location of work performed;

(8) Number of hours worked labor/unit rates and extensions of each (totals);

(9) Names of the CONTRACTOR'S technicians who completed the work;

(10) CONTRACTOR'S Invoice Number (Invoice numbers should not be repeated or reused);

(11) At Cost allowance requirements to be itemized as detailed herein and in Special Instructions to Vendors

(12) Preventative Maintenance Checklist Report (copy of) as required.

(c) COUNTY shall make payments to CONTRACTOR after services have been rendered, accepted, and properly invoiced. Payments for completed services will be made monthly, upon receipt of a proper invoices and required supporting documentation.

(d) CONTRACTOR will refer to the purchase order to contact the appropriate COUNTY staff to answer questions regarding the services requested (listed either as the Requestor or in the description at the center of purchase order).

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Facilities Management Division  
200 W. County Home Road  
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the

terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. No Waiver by Forbearance.** COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race,

color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.



**Section 13. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 16. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.



**Section 17. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed

to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors

of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)  
\$500,000.00 (Disease-Policy Limit)  
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

|                        |                                          |
|------------------------|------------------------------------------|
| General Aggregate      | Two Times (2x) the Each Occurrence Limit |
| Personal & Advertising | \$1,000,000.00                           |
| Injury Limit           |                                          |
| Each Occurrence Limit  | \$1,000,000.00                           |
| Pollution Liability    | \$1,000,000.00                           |

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

|                       |                |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance

maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

#### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

#### **Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from

the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 22. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.



**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this

Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 26. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 27. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 28. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.



**Section 29. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Facilities Management Division  
200 W. County Home Road  
Sanford, FL 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Climate Control Mechanical Services, Inc.  
P.O. Box 3038  
Ocala, FL 34478

**Section 30. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 31. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**



(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CLIMATE CONTROL MECHANICAL  
SERVICES, INC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
LOUIE F. WISE, III, CEO



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

(CORPORATE SEAL)

*[The balance of this page is left intentionally blank.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GK

11/20/22 3/2/23

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604479 (CCMS).docx



By:\_\_\_\_\_

TAMMY ROBERTS,  
Procurement Administrator

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

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C – Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance

## SPECIFICATIONS AND REQUIREMENTS

### HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PREVENTIVE MAINTENANCE, REPAIRS, EMERGENCY AND REPLACEMENT SERVICES

#### PART I – GENERAL INFORMATION

##### 1. **SCOPE OF SERVICES**

CONTRACTOR shall provide Heating, Ventilation and Air Conditioning (HVAC) Preventive Maintenance (PM), Repairs, Emergency and Replacement Services for various Seminole County locations on an as needed basis as per Specifications and Requirements. Contractor must include the ability to troubleshoot and repair various major building automation systems. Specifically, Trane SC or similar. Test and Balance services may be requested also.

All work shall be performed in accordance with the latest adopted standards and codes for the industry and be in compliance with County and State laws, ordinances and local authority having jurisdiction.

##### 2. **HOURS OF WORK**

2.1 **Standard Hours:** Standard working hours shall be from 7:00 am to 5:00 pm, Monday through Friday, excluding recognized Seminole County holidays. Work may continue past a normal eight-hour work shift, if needed, but must be approved by Contract Administrator or their designated representative. All hourly labor costs shall be prorated into quarter hours. Only actual time on the job-site shall be invoiced. The County does not pay for travel time.

2.2 **Non-standard Hours:** Non-standard working hours shall be from 5:01 pm to 6:59 am, Monday through Friday, weekends and approved work scheduled during holidays. *After Hours Services shall be approved in advance, prior to work being performed.*

2.3 **Emergency Services:** Services that require a **two (2) hour on-site response time** will be deemed an emergency; work shall be approved in advance prior to being performed.

##### 3. **ABBREVIATIONS AND DEFINITIONS**

Below are details of definitions mentioned (alphabetically listed) throughout this solicitation:

3.1 AHU: Air Handling Unit

3.2 CFM: Cubic Feet per Minute

3.3 Contract Administrator: the ranking employee of the lead agency (Facilities Management Division) and/or a specific individual designated by the Department Director to oversee the contract. The Contract Administrator has the responsibility to ensure that the provisions of the contract are complied with by both the CONTRACTOR and the COUNTY.

3.4 CHW: Chilled Water Systems

3.5 CU: Condensing Unit.

3.6 CW: Chilled Water

- 3.7 EPA: Environmental Protection Agency
- 3.8 FCAHU: Fan Coil Air Handling Unit.
- 3.9 FM: Facilities Management of Seminole County.
- 3.10 I.A.Q: Indoor Air Quality
- 3.11 MAHU: Mini Ductless Air Handling Unit.
- 3.12 MERV: Minimum Efficiency Report Value. An industry standard rating system that indicates filter capacity to capture and hold dirt and dust of a specified size range. MERV rating ranges from 1 (lowest) to 20 (highest) efficiency.
- 3.13 PM: Preventive Maintenance
- 3.14 VTACV, A-CV\*S®: Reliance Electric Variable Torque Air Conditioning V\*S Drives

*The term Bidder, Vendor, Contractor may be used interchangeably throughout this document.*

#### 4. **GENERAL INSTRUCTIONS FOR REPAIRS/SERVICES:**

- 4.1 ***For repairs done during scheduled monthly maintenance, there shall be no additional charge for labor.*** Used parts are to be returned to the COUNTY at the time the Monthly Preventive Maintenance Checklist Report is signed and dated by both the CONTRACTOR's technician and COUNTY representative.
- 4.2 In the event the CONTRACTOR discovers a unit requiring a repair during the regularly scheduled preventive maintenance service, CONTRACTOR shall promptly notify the Contract Administrator or their designated representative for authorization prior to proceeding with said repair work. CONTRACTOR shall provide a written estimate (Reference: Section 10, Written Estimates). All repairs or recommendations for future repairs should be noted on the Monthly Preventive Maintenance Checklist Report (comments section).
- 4.3 CONTRACTOR's performance and timely response to service calls will be carefully monitored by Facilities Management Division. Continued failure to adhere to the four (4) hour on-site response time may be the cause to cancel the contract.

#### 5. **RESPONSE TIME**

- 5.1 **Non-emergency service** call requests shall receive a telephone response within one (1) hour of notification from County; service personnel must arrive on-site within four (4) hours unless other arrangements are made with the Contract Administrator or their designated representative.
- 5.2 **Emergency** service calls must receive a telephone response within thirty (30) minutes from notification by County; service personnel must arrive on-site within two (2) hours, twenty-four (24) hours per day, seven (7) days per week unless other arrangements are made with the Contract Administrator or their designated representative.

**6. CONTRACTOR'S RESPONSIBILITIES**

- 6.1 CONTRACTOR shall provide list of key staff that will be performing the scope of services, including names, office locations, and contact information (Email, cell phone, etc.)
- 6.2 CONTRACTOR shall coordinate scheduling with Contract Administrator or their designated representative before scheduling any work.
- 6.3 CONTRACTOR agrees to use only certified, experienced, competent and responsible qualified technicians and competent supervisors in the performance of the specified work, by virtue of submitting a response to this solicitation.
- 6.4 CONTRACTOR's employees shall be in company uniform with company logo.
- 6.5 CONTRACTOR shall provide and require the wearing of protective clothing and personal protection equipment as required by applicable laws, regulations, ordinances, and manufacturer recommendations.
- 6.6 CONTRACTOR shall furnish, at no cost to the COUNTY, physical barriers such as barricade, signs, and orange traffic cones around job site to protect and alert the public, as necessary.
- 6.7 In emergency situations when power needs to be shut off, CONTRACTOR shall immediately notify the Contract Administrator or their designated representative so that all parties will be provided with ample notice.
- 6.8 CONTRACTOR shall perform all work in accordance with National Electrical Code and in particular Section 90-1, Section 110-3(B), Article 440 Circuits supplying hermetic refrigerant motor compressor.
- 6.9 CONTRACTOR may not be reimbursed for work completed without a COUNTY's written release order or work order.
- 6.10 The CONTRACTOR is responsible for obtaining and paying for any permits/fees required. CONTRACTOR will invoice COUNTY for reimbursement. Permits/fees shall be on a "At Cost" basis.
- 6.11 The CONTRACTOR's employees must document arrival and departure times in the designated CONTRACTOR Logbook for the facility. If the logbook is unavailable or cannot be located, the CONTRACTOR's employees must contact the Contract Administrator or their designated representative and notify them of their arrival and departure times.
- 6.12 The CONTRACTOR must be familiar with the latest applicable Federal, State, County, City and Local laws, regulations or codes and be governed accordingly as they will apply to the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.
- 6.13 All employees, and any subcontracted employees of the CONTRACTOR shall be considered to be, at all times, sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction and not as an employee or agent of Seminole County.
- 6.14 Assigned technicians shall be under the direction of a Supervisor or lead employee who has knowledge of the contract terms and conditions in order that specified

service be performed accordingly. The Supervisor or lead employee shall be able to communicate in the English language. COUNTY requires the CONTRACTOR to assign a group of five (5) technicians and one (1) supervisor to Seminole County account. This will ensure consistency, continuity of services and for the technicians to become familiar with the facility being serviced. The CONTRACTOR shall maintain this list for the life of the contract and provide any changes to personnel employment status to the COUNTY within twenty-four (24) hours of any revisions, additions, and deletions. The CONTRACTOR shall submit an updated employee list and copies of licenses annually prior to contract renewal date.

- 6.15 All CONTRACTOR employees shall wear a COUNTY furnished identification badge which shall be visible on the outside of their clothing. The identification badge shall include, as a minimum, the employee's name, recent photograph, and name of the CONTRACTOR. Upon execution of the contract the CONTRACTOR shall provide up to date background checks for all employees, including Project Manager and Alternate, except for those employees who will be working at the Juvenile Justice Center, Criminal Justice Center, Civil Courthouse, John E. Polk Correctional Facility and Public Safety Building. The SHERIFF'S OFFICE will provide badges for employees assigned to these facilities following background checks done by the Sheriff's Office. The SHERIFF'S OFFICE will obtain fingerprints and all individuals will complete Level 2, unescorted access, Security Awareness Training. Training is done remotely on either personal phone or a computer device. The exclusion of an employee for security reasons shall not relieve the CONTRACTOR of his responsibility to perform the services required under this contract.
- 6.16 CONTRACTOR is responsible for all necessary measurements for the accurate fitting of all work. The CONTRACTOR shall be responsible for any damage to the facility or any equipment because of work performed by CONTRACTOR. Any such damage will be repaired by the CONTRACTOR at their sole expense and to the satisfaction of Seminole County. In the event of concealed or unnoticed damage, the COUNTY shall notify the CONTRACTOR immediately of such, in writing, and no later than within twenty-four (24) hours of the event.
- 6.17 CONTRACTOR shall maintain a clean work site and shall remove debris and dispose of it properly at CONTRACTOR's sole expense.
- 6.18 The CONTRACTOR and their staff shall communicate only with designated COUNTY representatives regarding project scope and other applicable details.
- 6.19 CONTRACTOR should stock on the service truck, if possible, all equipment and materials necessary to perform services at the time of initial response.
- 6.20 Hazardous Material, Handling of:
  - 6.20.1 CONTRACTOR will be responsible for disposal of hazardous waste materials because of maintenance/repair work performed.
  - 6.20.2 Some projects may require working with potentially hazardous materials. The CONTRACTOR shall be obligated to ensure their employees, and subcontracted employees, are trained and medically cleared for such work. CONTRACTOR shall also be required to assess the need for and provide personal protection equipment (PPE) for their employees as required.
- 6.21 Removal of CONTRACTOR's Employee(s) for Cause  
The COUNTY reserves the right to request removal of CONTRACTOR's employee if in the event, said employee is deemed careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on COUNTY property is not in the best interest of the COUNTY. Removal must not be arbitrary.

7. **QUALITY OF WORK**

Where not more specifically described in any of the various sections of these specifications, work shall conform to all the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. **WARRANTY**

All materials, labor and quality for the replacement of parts and materials shall be fully warranted and guaranteed for a minimum of one (1) year from date of acceptance, unless otherwise stated in the manufacturer's warranty, whichever is greater.

8.1 CONTRACTOR is required to expressly warrant that all items are new and free from defects, warranted for their merchantability and meets the performance specifications of the original equipment.

8.2 CONTRACTOR shall be responsible for providing the Contract Administrator or their designated representative of any product manuals, warranties and/or guarantees, including instruction manuals, if requested.

9. **WRITTEN ESTIMATES**

CONTRACTOR shall be required to submit a written estimate on each job. The estimate shall be based the requirements of labor hours, parts and material, etc. for each individual job. Estimates shall be broken down by hours per labor applicable rate and a separate price for each of the required parts and include an estimate for pass-thru/allowance fees. Anticipated time of completion of repairs to be included on estimate. All estimates shall be provided at no additional cost or obligation to the County. Estimates shall remain firm for a minimum of thirty (30) days.

9.1 If Contract Administrator or their designated representative determines the written estimate price and/or time to be excessive, the COUNTY reserves the right to solicit the service work through another source.

9.2 The CONTRACTOR shall start work for a scheduled project on the date specified in the Notice to Proceed, purchase order, and/or work request. The Project Completion time that is set forth in the written estimate shall be computed from the date specified in the Notice to Proceed, purchase order, and/or work request. TIME BEING OF THE ESSENCE to the County, the CONTRACTOR shall thereafter prosecute the detail scope of work diligently. Any deviations from anticipated completion time shall be communicated to the COUNTY no later than next business day from time known.

9.3 The time for completion of tests and performance of work will be mutually agreed upon between the COUNTY and the CONTRACTOR. Failure to abide by the agreed upon time for completion may result in the client agency issuing an official Notice of Non-compliance. Continued infractions of delayed completion on the part of the Contractor may result in termination of the contract.

10. **EQUIPMENT**

The CONTRACTOR shall send necessary equipment (lifts, bucket trucks etc.) sufficiently capable of completing the requested services in one (1) trip whenever possible.

10.1 **Rental Equipment**

All rental equipment utilized in the execution of this contract will be reimbursed by the COUNTY at invoice cost with no additional markup. Compensation for the time involved to pick up and return rental equipment where delivery and pick up are not included in the rental fees shall be included in the labor breakdown portion of the invoice or approved project

plan. CONTRACTOR shall include with its invoice the original rental equipment invoice for verification of costs.

**11. MATERIALS AND SUPPLIES**

- 11.1 All materials and supplies shall be specifically designed for the use. CONTRACTOR shall utilize all replacement materials and supplies from manufacturers whose materials and supplies are equal to or better than the original equipment manufacturer (OEM) components wherever possible. All materials and supplies must be installed according to manufacturer's specifications and recognized practices. The use of reconditioned materials and supplies shall not be permitted under any circumstances unless OEM components are no longer available.
- 11.2 CONTRACTOR must maintain a sufficient inventory of materials and supplies in stock including materials and supplies of the latest technology to meet the normal and emergency requirements of this contract.
- 11.3 The COUNTY acknowledges that the CONTRACTOR utilizes thousands of materials and supplies that may vary between suppliers and manufacturers depending on the individual repair needs for each project. Therefore, all materials and supplies that the CONTRACTOR provides shall be considered on contract. The COUNTY will pay the CONTRACTOR the actual cost for all materials and supplies utilized in the performance of this contract, plus the vendor specified markup not to exceed ten percent (10%). Seminole County Government has determined that the CONTRACTOR's actual cost for materials and supplies includes the following:
  - 11.3.1 CONTRACTOR's acquisition cost from the manufacturer or supplier; and
  - 11.3.2 The shipping cost charged by the manufacturer or supplier to get the part to CONTRACTOR's location, OR
  - 11.3.3 The shipping cost incurred by the CONTRACTOR to get the part to the COUNTY location
- 11.4 For ALL materials and supplies, CONTRACTOR shall include with its invoice CONTRACTOR's original invoice and the COUNTY will pay for the material and supplies including the costs noted above, where applicable, plus the vendor specified markup not to exceed ten percent (10%). If the CONTRACTOR had acquired in the material and supplies in bulk or through a prior purchase and had the materials and supplies in stock and an invoice is not readily available, the CONTRACTOR should use its best estimate for the value of the materials and supplies plus the vendor specified markup not to exceed ten percent (10%).

**EXHIBIT B - SAMPLE****ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0  
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners  
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE  
MUST REFER TO THIS ORDER NUMBER

|             |            |
|-------------|------------|
| ORDER DATE  | 01/14/2021 |
| REQUISITION | 63930 - OR |
| REQUESTOR   |            |
| VENDOR #    | 409286     |
| ANALYST     |            |

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R**SUBMIT ALL INVOICES TO:**  
**AP@seminoleclerk.org**  
**Seminole County Clerk & Comptroller**  
**POST OFFICE BOX 8080**  
**SANFORD, FL 32772**  
Accts. Payable Inquiries - Phone (407) 665  
7656**ORDER  
INQUIRIES**

| ITEM # | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|-----|------|------------------|------------|----------------|
| 1.00   |     | EA   |                  | 0.00       |                |

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS  
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****PURCHASING AND CONTRACT DIVISION**  
1301 EAST SECOND STREET  
SANFORD FLORIDA 32771  
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AP@seminoleclerk.org](mailto:AP@seminoleclerk.org) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, [PURCH@SEMINOLECOUNTYFL.GOV](mailto:PURCH@SEMINOLECOUNTYFL.GOV), PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

## PROPOSAL DOCUMENT REPORT

RFP No. RFP-604479-22/LNF

HVAC Preventive Maintenance, Repairs Emergency &amp; Replacement Services

## PRICE TABLES

| Line Item    | Description                                                     | Quantity | Unit of Measure | Unit Cost | Total               |
|--------------|-----------------------------------------------------------------|----------|-----------------|-----------|---------------------|
| 1            | Standard Hours Labor Rate for Journeyman Mechanic               | 2,400    | Hourly          | \$90.00   | \$216,000.00        |
| 2            | Standard Hours Labor Rate for Apprentice Mechanic               | 500      | Hourly          | \$80.00   | \$40,000.00         |
| 3            | Non-Standard/Emergency Hours Labor Rate for Journeyman Mechanic | 200      | Hourly          | \$110.00  | \$22,000.00         |
| 4            | Non-Standard/Emergency Hours Labor Rate for Apprentice Mechanic | 50       | Hourly          | \$90.00   | \$4,500.00          |
| 5            | Preventive Maintenance Labor Rate for Journeyman Mechanic       | 200      | Hourly          | \$80.00   | \$16,000.00         |
| 6            | Preventive Maintenance Labor Rate for Apprentice Mechanic       | 200      | Hourly          | \$70.00   | \$14,000.00         |
| 7            | Test and Balance Labor Rate for Journeyman Mechanic             | 50       | Hourly          | \$150.00  | \$7,500.00          |
| 8            | Test and Balance Labor Rate for Apprentice Mechanic             | 10       | Hourly          | \$120.00  | \$1,200.00          |
| <b>TOTAL</b> |                                                                 |          |                 |           | <b>\$321,200.00</b> |

| Line Item | Description                                                                           | Unit of Measure | Percentage |
|-----------|---------------------------------------------------------------------------------------|-----------------|------------|
| 1         | Vendor specified markup, not to exceed 10%, on vendor provided materials and supplies | 1               | 10%        |