



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize an increase in fiscal authority and first renewal with Trane U.S. Inc. to provide commercial HVAC chiller services and repairs college-wide under RFP-2021-003-EH. Fiscal Impact: Estimated \$400,000.00 (cumulative \$1,900,000.00).**

**Presenter(s):** Deborah Czubkowski, VP Facilities Management

**What is the purpose of this contract and why is it needed?** To secure qualified, experienced, licensed contractors to provide proprietary Commercial HVAC Chiller Service and Repairs for all Broward College Facilities.

The award of this contract is necessary to continue providing HVAC /chiller services, after August 10, 2024 when our current HVAC contract expires. This contract approval will provide the resources needed for annual preventative maintenance and repair of approval, be renewed for three (3) additional one (1) year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period. The College will, if considering renewal, request a letter of intent to renew from the vendor. The vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract.

**Contract Term:**

3-Year contract from 08/11/2021 to 08/10/2024 approved on **MT 7751**

**Renewal(s):**

The contract has (3) additional one-year renewal options after 08/10/2024

**Requesting Approval on this Item for:**

1<sup>st</sup> Renewal from 08/11/2024 to 08/10/2025.

**What procurement process or bid waiver was used and why?** A competitive solicitation process was used per FLDOE 6A-14.0734 and College Procedure A6Hx2-6.34 through a Request for Proposals.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

Yes, June 2024 approved budget.

**What fund, cost center and line item(s) were used?** FD100, CC0108, GLC 62500.

**Has Broward College used this vendor before for these products or services?**

Yes, this vendor services all of our chillers college-wide.

**Was the product or service acceptable in the past?**

Yes, this provides proprietary manufacturer services and repairs.

**Was there a return on investment anticipated when entering this contract?**

Yes, there was a return on investment this allows the students and staff to work in a comfortable environment.

**Was that return on investment not met, met, or exceeded and how?**

Met by providing a comfortable learning environment for our students, faculty and staff.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Not Applicable.

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: Estimated Fiscal Increase \$400,000.00 Cumulative Expenditure of up to \$1,500,000.00 over the 3 -Year Contract including the three 1-year renewals, if optioned from CC0108; however, expenditures may change based on usage and approved budget

<b>08/20/24</b>	<b>CC0108 · Energy Management System Collegewide</b>	<b>(\$400,000.00)</b>
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**Donald Astrab**

Donald Astrab, VP, Academic Operations, Analytics, & Comm

5/15/2024


**HISTORY:**

01/23/24 District Board of Trustees

Committee Chair Agrawal called for a motion to approve that this item proceed to the Regular Meeting of the Board on February 14, 2024 for consideration by the full Board. Trustee Zachariah made the motion with a second by Trustee Kushner. All voted in the affirmative, and the motion passed.










APPROVAL PATH: 11570 HVAC Chiller Service and Repairs (RFP-2021-003-EH) Trane U.S. Inc

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Ana K Ovalles	AVP, Facilities Management		Completed	
2	Donald Astrab	Chief Operating Officer		Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
4	Zaida Riollano	Procurement Approval		Completed	
4	<b>Board Clerk</b>	Agenda Preparation		Completed	
4	Rabia Azhar	CFO Review		Completed	
4	Christine Sims	Budget Departmental Review		Completed	
4	Legal Services Review Group	Review and Approval for Form and		Completed	
4	District Board of Trustees	Meeting	02/14/24 09:00 AM	Completed	
5	<b>Board Clerk</b>	Review		Pending	
6	District Board of Trustees	Review	09/24/24 11:00 AM	Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		Pending	
8	Natalia Triana-Aristizabal	Contracts Coordinator		Pending	



**AMENDMENT #1 TO THE HVAC CHILLER SERVICE AND REPAIRS AGREEMENT**

THIS AMENDMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA**

(hereafter referred to as BC),  
a political subdivision of the State of Florida,  
whose mailing address is  
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

**TRANE U.S. INC.**

(hereafter referred to as Vendor),  
a company,  
who is located at  
2884 Corporate Way, Miramar, Florida 33025

**WHEREAS** the parties entered an Agreement for **HVAC CHILLER SERVICE AND REPAIRS (RFP-2021-003-EH)** with an Effective Date of August 11, 2021, as may have been amended;

**WHEREAS** the Agreement may be amended only when reduced to writing and signed by both parties; and,

**WHEREAS** the parties desire to amend the Agreement to exercise the first renewal option with revised pricing and a new Exhibit A-1 Pricing Revised.

**NOW and THEREFORE**, the **HVAC CHILLER SERVICE AND REPAIRS (RFP-2021-003-EH)** Agreement is amended as follows:

1. **Term Renewal.** The term of this Agreement is renewed for the first one (1) additional one-year period from August 11, 2024, to August 10, 2025.
2. **Pricing.** The attached Exhibit A-1 Pricing Revised with increased pricing shall replace the current exhibit in the contract. This revised exhibit will be effective for the renewal period.
3. **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
4. **Signatures.** This Amendment may be signed and sent electronically by the parties. All

signed counterparts will be deemed originals and together shall constitute the entire Amendment.

5. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums. and/or amendments applicable hereto.

**IN WITNESS WHEREOF**, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

**FOR VENDOR**

TRANE U.S. INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FOR BC**

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACT FOR SERVICES EXHIBIT A-1 PRICING REVISED**

**GROUP A: TRANE EQUIPMENT - Full Service & Preventative Maintenance. Failures caused by 1) deferred factory recommended services 2) erosion or corrosion & 3) obsolete components are not covered in the below prices. Billings are to be submitted by the Vendor quarterly.**

ITEM #	Campus & Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date	UNIT - Per Quarter (every 3 months)	2021 Unit Pricing	2021 Quarterly Pricing	2021 Annual Pricing	2024 Unit Pricing	2024 Quarterly Pricing	2024 Annual Pricing
1	Central Campus B26 Chiller #3 Trane 800 ton Serial # L88DO1735 - <b>Actually L08F03016</b> Model # CVHE-045G-AQ- 2LB237ECEZA11DE1A000000022W1A0 Installed and Started 9/2008	Quarter	\$3,035.28			\$3,490.57		
2	Central Campus B26 Chiller #4 Trane 800 ton Serial # L00K05155 Model # CVHF091FA1R03UU271 BB7ECCBC000000K00F0000010003A0 Installed and Started 2/2001	Quarter	\$2,551.87			\$2,934.65		
3	North Campus B42 Chiller #2 Trane 500 ton Serial # L98L06941 Model # CVHF064FA1 Installed and started 6/1998	Quarter	\$3,021.56			\$3,474.79		
4	North Campus B42 Chiller #3 Trane 450 Ton Serial # L00H04257 Model # CVHF485 Installed and started 4/2021	Quarter	\$2,656.96			\$3,055.50		
5	South Campus B64 Chiller #1 Trane 380 ton Serial # L02G12175 Model # CVHE045FA3MAC32227 V7F8T2C000000Q01G1000SW0002B1 Installed and started 1/2001	Quarter	\$2,052.17			\$2,360.00		
6	South Campus B64 Chiller #2 Trane 380 ton Serial # L02G12182 Model # CVHE045FA3MAC32227 V7F8T2C000000Q01G1000SW0002B1 Installed and started 1/2001	Quarter	\$2,052.17			\$2,360.00		
7	South Campus B97 Chiller #1 Trane 750 ton Serial # L15D01937 Model # CVHF760FA4VOAE02848 79ECDBC0000 Intalled and started 8/2015	Quarter	\$1,653.92			\$1,902.01		

ITEM #	Campus & Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date	UNIT - Per Quarter (every 3 months)	2021 Unit Pricing	2021 Quarterly Pricing	2021 Annual Pricing	2024 Unit Pricing	2024 Quarterly Pricing	2024 Annual Pricing
8	South Campus B97 Chiller #2 Trane 750 ton Serial # L15D01954 Model # CVHF760FA4VOAE0284 879ECDBC0000 Intalled and started 8/2015	Quarter	\$1,653.92			\$1,902.01		
9	Miramar West Center Chiller #1 Trane 305 ton Serial # U14D08829 Model # RTAE300FUA Installed and started 4/2014	Quarter	\$2,159.29			\$2,483.18		
10	WHC Center B33 Chiller #1 Trane 450 ton Serial Number # L00H04258 Model # CVHF485 Installed and started 1/2002	Quarter	\$2,656.96			\$3,055.50		
11	WHC Center B33 Chiller #2 Trane 450 ton Serial # L00H04233 Model # CVHF485 Installed and started 1/2002	Quarter	\$2,656.96			\$3,055.50		
12	North Campus B42 Chiller #1 Trane 870 Ton Serial # L22A00286 Model # CVHF870 Installed and Started			Added in 2024		\$2,155.00		Estimated with Warrenty Info
<b>PER QUARTER, TOTAL COST GROUP A (ITEMS 1-12)</b>					<b>\$26,151.06</b>		<b>\$32,228.72</b>	
<b>ANNUALLY, TOTAL COST GROUP A (ITEMS 1-12)</b>					<b>\$104,604.24</b>			<b>\$128,914.88</b>

**Group B: YORK EQUIPMENT - Full Service & Preventative Maintenance.** South Campus Chiller: This chiller should be coming up on a 10 year service – will review OEM recommendations – however milestone service would not be included (major overhauls) as part as the full coverage agreement – a failure requiring an overhaul would be covered as long as milestone service is done per OEM recommendations. Billings are to be submitted by the Vendor quarterly.  
**Additional Scope Included:**  
 York Chillers will be inspected bi-monthly rather than quarterly.  
 York Chillers will have vibration readings taken each inspection.  
 Failures caused by 1) erosion or corrosion & 2) obsolete components are not covered in the below prices.

ITEM #	Campus & Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date	UNIT (per quarter every 3 months)	2021 Unit Pricing	2021 Quarterly Pricing	2021 Annual Pricing	2024 Unit Pricing	2024 Quarterly Pricing	2024 Annual Pricing
13	Central Campus B 26 Chiller #1 York 400 ton Serial # SGPM879910 Model # YK BBBDP5-CMF Installed and started 6/2007	Quarter	\$3,629.91	Removed in 2024				

ITEM #	Campus & Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date	UNIT - Per Quarter (every 3 months)	2021 Unit Pricing	2021 Quarterly Pricing	2021 Annual Pricing	2024 Unit Pricing	2024 Quarterly Pricing	2024 Annual Pricing
14	Central Campus B26 Chiller #2 York 400 ton Serial # SGPM880010 Model # YKBBDP5-CMF Installed and started 6/2007	Quarter	\$3,629.91			\$4,174.40		
15	North Campus B42 Chiller #1 York 500 ton Serial # SGPM-880110 Model # YK DEDHQ7-CRF Installed and started 6/2007	Quarter	\$4,116.62	Removed in 2023				
16	South Campus B64 Chiller #3 York 500 ton Serial # SGPM-879810 Model # YK CDCHQ7-CRF Installed and started 6/2007	Quarter	\$3,403.62	Removed in 2024				
<b>PER QUARTER, TOTAL COST GROUP B (ITEMS 13-16)</b>				<b>\$14,780.06</b>			<b>\$4,174.40</b>	
<b>ANNUALLY, TOTAL COST GROUP B (ITEMS 13-16)</b>					<b>\$59,120.24</b>			<b>\$16,697.59</b>
<b><u>NO FACTORY WARRANTY REMAINS FOR ANY OF THE EQUIPMENT.</u></b>								
			<b>2021</b>	<b>Quarterly</b>	<b>Annual</b>	<b>2024</b>	<b>Quarterly</b>	<b>Annual</b>
			<b>Original Contract</b>	<b>\$40,931.12</b>	<b>\$163,724.48</b>	<b>Contract Renewal</b>	<b>\$36,403.12</b>	<b>\$145,612.46</b>





PROCUREMENT SERVICES  
Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309  
Phone 954-201-7455/Fax 954-201-7330

August 13, 2021

TRANE U.S. INC.  
2884 Corporate Way  
Miramar, FL 33025

Attn: Mr. Manny Vargas  
Email: [manny.vargas@trane.com](mailto:manny.vargas@trane.com)

Dear Mr. Vargas,

This letter is to confirm that your proposal to the solicitation regarding **HVAC CHILLER SERVICE AND REPAIRS**, Contract **RFP-2021-003-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provide the College with an updated Certificate of Insurance within ten (10) days of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309. Please include the solicitation number on the certificate.

The initial term of this contract is three (3) years from the date of the contract commencement. This contract includes three (3) additional one-year renewal options subject to the College's approval. The Procurement Services Department reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

**CONTRACT PERIOD: August 11, 2021 through August 10, 2024**

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email: [oaponte@broward.edu](mailto:oaponte@broward.edu).

Sincerely,

DocuSigned by:  
  
582218400C5A484...

Zaida Riollano  
District Director, Strategic Sourcing, Procurement Services

Attachment: Fully Executed Contract

cc: RFP-2021-003-EH File  
Yohannes Asgedom, Manager, Energy Management Systems



**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of August 11, 2021 between the District Board of Trustees of Broward College, Florida (“College”) \_\_\_\_\_ and Trane U.S. Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until three (3) years plus any renewals (“Contract”).

**1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Yohannes Asegdom, yasedom@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

**2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials (“Materials”) used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**4. TERMINATION FOR DEFAULT.**

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

**6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

**7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida’s discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



**21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

**22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$see Exhibit C in general liability insurance, \$see Exhibit C in automobile liability insurance, \$see Exhibit C in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

**23. OWNERSHIP.**

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

**24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

**25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

**26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

**27. IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

**28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

**29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.*** Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College



will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

**Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."**

### **30. MARKETING.**

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

### **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

### **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.



**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President John Dunnuck \_\_\_\_\_ Title SVP Finance & Operations \_\_\_\_\_

Signature  Date 8/11/2021 \_\_\_\_\_

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Contract for Services

### Statement of Work

#### Exhibit "A"

**SUMMARY:** The Vendor shall be a qualified, experienced, licensed contractor to provide commercial HVAC Chiller Service and Repairs. The College currently has chillers in use that are Trane and York chillers. Services for projects to include preventative maintenance, maintenance, repair, replacement, new installations and related technical consulting services, as specified herein, at Broward College's campuses, centers and facilities on an as-needed for both scheduled and emergencies, when-needed term contract basis. The College intends to obtain the designed life expectancy from its HVAC equipment, while maintaining reasonable expected maintenance and equipment replacement costs. This Contract is necessary to quickly provide the resources needed for specific projects while allowing college staff to complete their primary missions. The scope of requirements includes, but is not limited to, the provision of all supervision, labor, materials, equipment, services, transportation and incidentals to properly perform the work. Work performed shall also meet all State Requirements for Educational Facilities (SREF), applicable State of Florida Building Code Requirements, FEMA rules and regulations (required due to disasters/emergencies, and the highest of industry standards.

The Vendor will be required to provide 24/7 emergency services for normal conditions and post hurricane/natural disaster conditions, which may include temporary securing of equipment/facilities and communicating with College personnel as to a schedule for permanent repairs and costs. The Vendor shall be required to respond within twenty-four (24) hours of the initial request/call. The Vendor shall be required to respond to post hurricane/natural disaster service calls immediately and advise College personnel of availability of Vendor crews.

The Vendor must be familiar with current versions and amendments of SREF, Department of Education, and Florida Building Code Requirements, as well as the Colleges' Construction Standards. The Vendor shall be familiar with FEMA rules and regulations, forms and reimbursements due to disasters/emergencies.

Vendor's proposed solution and methodology for option A from Vendor's solicitation response, sections 4.4.1 and 4.4.2, are incorporated herein by reference. The proposed solution and methodology must meet the minimum requirements identified in the Scope of Services. The Vendor's proposed pricing is attached hereto as Exhibit A-1 Pricing.



**CONTRACT TERM:** The contract commences on the date of the last executed signature and continuing for a period of three (3) years.

**Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one (1) year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract.

**ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED:** Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College. (A replacement chiller for one of the chillers/locations currently identified in Exhibit A is expected in the near future. If the replacement chiller is of the same type as may be currently identified in Exhibit A for one of the listed locations, a Purchase Order Change Order will be processed to identify the replacement chiller price if the chiller type is the same as any of the currently priced chillers.) During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

**PRICE ADJUSTMENTS:** Prices offered shall remain firm for the initial three (3) years of the contract. No price increases shall be accepted in the initial contract term. Please consider this when providing pricing for this Request for Proposals. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Price adjustment requests shall be evaluated on an annual basis thereafter. Prices offered shall remain firm through each contract expiration date. Unit price adjustments must have written approval from BC prior to invoicing. Any unit price adjustment invoiced without written approval from BC shall not be paid and the invoice returned to the Awardee for correction. Price adjustments shall be negotiated in good faith with the awardee(s). The percentage of change in the following indexes, as published by the Bureau of Labor Statistics, U.S. Department of Labor, from the date of award will be considered. The indexes will not be seasonally adjusted.



- Employment Cost Index (Private industry workers, total compensation, installation, maintenance and repair, all workers, United States, not seasonally adjusted, CIU2010000430000A).
- Producer Price Index (for HVAC chiller related commodities).
- Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Selected Local Areas, all items, Miami-Fort Lauderdale FL.

In the event that the overall ECI or PPI or CPI index, at the time of invitation to renew, is lower than the overall ECI or PPI or CPI at the time of bid/RFP award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

The College reserves the right to reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for related services or its component parts as a basis for reviewing price adjustments.

## SCOPE OF SERVICES

1. **OVERVIEW, GENERAL REQUIREMENTS:** **VENDOR** shall provide all labor, materials, supplies, tools, equipment, etc. necessary or incidental for the proper completion of HVAC chiller services in accordance with the College's Scope of Services, Specifications and Unit Price Schedule issued with this solicitation, or as amended, at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis for both scheduled and emergency services based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued. The College's scope of services will be determined on a per project basis. If the parties cannot agree to the services/fees for the project, the College reserves the right to contract with another firm for that project's services.

At this time, the Broward College HVAC chillers are York and Trane chillers.

Services and work to be provided include, but may not be limited to, the following full comprehensive:

- quarterly HVAC chiller preventative and other scheduled maintenance;
- system testing;
- service and repairs (including labor and parts);
- related technical consulting services, necessary to keep equipment in good working condition during the term of contract at the costs established as a result of this RFP.



Project experience in educational environments preferred. All work will be performed in a neat, timely and professional manner. Work to be performed under this contract must be of the highest quality while meeting all specifications, terms & conditions stated herein. Vendor shall make every effort to keep any interrupted normal operations to an absolute minimum and shall be coordinated with authorized College personnel.

Vendor must have immediate access to all equipment, tools and personnel necessary to perform all functions of the repairs, maintenance and installations that the job may require. This includes but is not limited to bucket and aerial trucks, and interior lifts, to perform required work. Vendor must have the ability to perform related work on buildings ranging from one story up to twelve stories structures. Currently, one building is 12 floors - the Willis Holcombe Downtown Center Bldg. #33 is 12 floors.

2. **STANDARD:** All materials and work to be performed under this contract must comply with standards established by the equipment manufacturer for both regularly scheduled maintenance and ongoing repairs, be performed by manufacturer certified technicians, and be of the highest quality meeting all specifications, terms & conditions stated herein.

Work performed shall also meet all State Requirements for Educational Facilities (SREF) with amendments, applicable State of Florida Building Code Requirements, FEMA rules and regulations (required due to disasters/emergencies), and the highest of industry standards. All materials provided and work performed shall fully conform to all current applicable local, state, and Federal regulations and codes. All materials incorporated into the work shall be new, unless otherwise approved by authorized College personnel. Vendor shall follow the manufacturer's operating and maintenance instructions for all work performed. Vendor shall furnish at pre-commencement meeting satisfactory evidence as to the kind and quality materials and equipment

3. **RESPONSE TIME and WORK HOURS:** Schedule for routine maintenance shall be coordinated with College. Response time on repairs shall not exceed two (2) hours from time of notification. Due to the nature of the College's operational needs, awardee understands and agrees that it may be necessary to perform certain service or repairs for this RFP during non-normal work hours, including after 4:30 pm, on weekends and on holidays. All work times shall be coordinated with the College.

4. **PARTS AND MATERIAL:**

- a) All replacement parts shall be new OEM parts, unless otherwise approved in writing by the College.





- b) All materials used in servicing the chillers must be of a grade equal to that specified by the chiller manufacturer and approved for the use in the specific chiller and safety switched associated to the chillers.

5. **COMPREHENSIVE PREVENTIVE SERVICE and MAINTENANCE OF BROWARD COLLEGE CHILLERS:** All preventative maintenance work performed shall meet or exceed the standards and requirement set forth by the equipment manufacturer and shall include, but not be limited to, the following:

- a) Emergency Repair Service – 24 Hours Per Day, 7 Days Per Week
- b) All coverage, pricing, and work performed shall include all parts, labor, refrigerant, permits, transportation, and necessary equipment.

5.1 **Annual Inspections:** The scope of work for the annual inspection of the chiller(s) shall include:

- a) Service schedule dates during the months of January, February, and March.
- b) Record pertinent system temperatures, pressures and electrical readings necessary to determine the existing operating conditions of the system.
- c) Provide a thorough servicing of the purge system including cleaning and testing of all purge components. Charge purges oil as required.
- d) Check condition of starter contacts for wear, pitting, etc.
- e) Check and calibrate safety controls, replace if necessary (including flow, differential switches).
- f) Meg compressor motor and oil pump motor. Record all readings.
- g) Tighten all starter terminals and check contacts for wear. Check and calibrate overloads and record trip amps.
- h) Tighten motor terminals and control panel terminals.
- i) Clean oil strainer, replace filter and gasket where required.
- j) Tighten oil heater leads.
- k) Check operation of vane positioner.
- l) Take refrigerant oil samples and provide oil analysis for acid, moisture and wears content. Change oil as indicated by oil analysis result.
- m) Visually inspect condenser tubes and brush tubes and clean once annually. Provide quote for Eddy Current analysis of the tubes per customer request.
- n) Report any uncorrected deficiencies notes.





- o) Remove and safe disposal of waste oils.

5.2 **Quarterly Inspections:** The scope of work for the quarterly inspection of the chiller(s) shall include:

- a) Coordinate schedule dates with College.
- b) Adjust operating and safety controls. (Replace control switches if necessary).
- c) Record pertinent system temperatures, pressures and electrical readings necessary to determine the existing operating conditions of the system.
- d) Check operation of purge system. (Replace Purge tanks based on number hours purges).
- e) Check operation of lubrication system, including oil pump and oil pressure regulator. Charge purges oil as required.
- f) Check operation of motor and starter.
- g) Check customer's log and discuss all inspection results with the customer. Copies of all reading at tests shall be submitted to the customer upon completion of the inspection. Report shall state condition of equipment of any work which is needed.
- h) Report any uncorrected deficiencies noted.
- i) Remove and safe disposal of waste oils.

6. **EMERGENCY WORK:** In emergency situations, Vendor shall respond within two (2) hours. Service needed in an emergency must be fully performed to the extent and within the time frame specified by the Project Administrator or Broward College designee. If the service cannot be completed within the specified time frame, the College must be informed immediately and another source for this situation may be found. If a Vendor fails to conform to two (2) consecutive emergency situations, Broward College reserves the right to cancel the contract.

In the case of a natural disaster/emergency, Vendor shall have a team report to the College ready to work as soon as roads have been cleared. After award, Vendor will receive detailed directions regarding the College's emergency policies. Only the following personnel may verbally authorize emergency services; purchase order number will be given to the Vendor with hard copy of the order to follow.

Kenneth Klindt, Senior AVP, Facilities Management

Sean Devaney, AVP, Facilities Collegewide Maintenance



Yohannes Asgedom - Manager, EMS

**Conditions for Emergency / Hurricane or Disaster (Force Majeure):** College facilities may include those that have received damaged from emergency / hurricane events. Vendor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by Senior Associate Vice President for Facilities Management or his authorized designee and/or Associate Vice President for Business Services & Resource Management. Awardee agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awardee shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7. **LICENSE:** Vendor shall hold the registration(s)/license(s) that are required and issued by the State of Florida to provide HVAC chiller services and repairs. The Awardee will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Awardee will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

Vendor must possess one of the the following State of Florida registration/license as applicable, at the time of RFP response submittal:

- State of Florida registered/licensed Certified Mechanical Vendor.

**OR**

- State of Florida registerd/licensed Class “A” Certified Air Conditioning Contractor.

8. **MANUFACTURER CERTIFICATION:** Awardee will will be responsible for maintaining all certifications and shall provide copies of these certifications to College upon request, including but not limited to the following certification(s). Failure to maintain required certifications shall be cause for termination.



- Manufacturer Certification or Manufacturer certified Training Facility Certification on the specified chillers for the mechanics servicing/inspecting the equipment.

At this time, the Broward College HVAC chillers are York and Trane chillers.

9. **SUBCONTRACTING:** Awardee **may not subcontract** any service, repair and preventative maintenance without the prior express written approval of the Associate Vice President, Facilities Collegewide Maintenance, or designee. If subcontractors are approved by BC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance set forth in General Condition.
10. **PROBATION PERIOD:** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
11. **SUPERVISION:** As appropriate, the College may ask the Vendor to have a permanent on-site manager, depending on the  
  
size and complexity of the project. The Vendor shall manage individual projects by providing a project schedule, approved by the College, per work order or per project.
12. **UNIFORMS:** All personnel of the successful proposer shall be clearly identified by uniform shirt or other prominent marking
13. **EMPLOYEES:** Vendor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.



Vendor shall be responsible for working personnel's compliance with College Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

All employees of the Vendor shall be considered to be at all times the sole employees of the Vendor, under the Vendor's sole direction, and not an employee or agent of the College. The Vendor shall supply competent and physically capable employees and the College may require the Vendor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the College.

14. **CLEANING UP:** The Awardee at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, Vendor shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.
  
15. **DEBRIS, WASTE CHEMICALS:** Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services. Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations.

Prior to acceptance of the work by the College, the Vendor shall remove from site all trash and debris and shall dispose of such materials at approved dump sites

**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Add the following:

**E-Verify.**

If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

The insurance amounts referenced in section 22 entitled Insurance are as follows:

- A. Commercial General Liability Insurance:
- |   |             |
|---|-------------|
| 1. Each Occurrence  | \$1,000,000 |
| 2. General Aggregate  | \$2,000,000 |
| 3. Excess Umbrella Liability  | \$2,000,000 |
| 4. Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis. |             |

(Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.)

- B. Pollution Liability:
- |  |
|--|
| \$1,000,000 combined single limit per occurrence |
| \$2,000,000 General Aggregate                    |
- Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.

D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

BC APPROVED

By:  Date: 8/11/2021

VENDOR APPROVED

By:  Date: 6/18/2021

<b>CONTRACT FOR SERVICES, EXHIBIT A-1 PRICING</b>				
<b>GROUP A: TRANE EQUIPMENT - Full Service &amp; Preventative Maintenance. Failures caused by 1) deferred factory recommended services 2) erosion or corrosion &amp; 3) obsolete components are not covered in the below prices. Billings are to be submitted by the Vendor quarterly.</b>				<b>Price</b>
<b>ITEM #</b>	<b>Campus &amp; Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date</b>	<b>UNIT - Per Quarter (every 3 months)</b>		
1	Central Campus B26 Chiller #3 Trane 800 ton Serial # L88DO1735 Model # CVHE-045G-AQ-2LB237ECEZA11DE1A000000022W1A0 Installed and Started 9/2008	quarter	\$3,035.28	
2	Central Campus B26 Chiller #4 Trane 800 ton Serial # LOOKO5155 Model # CVHF091FA1R03UU271 BB7ECCBC0000000K00F0000010003A0 Installed and Started 2/2001	quarter	\$2,551.87	
3	North Campus B42 Chiller #2 Trane 500 ton Serial # L98L06941 Model # CVHF064FA1 Installed and started 6/1998	quarter	\$3,021.56	
4	North Campus B42 Chiller #3 Trane 450 Ton Serial # L00H04257 Model # CVHF485 Installed and started 4/2021	quarter	\$2,656.96	
5	South Campus B64 Chiller #1 Trane 380 ton Serial # L02G12175 Model # CVHE045FA3MAC32227 V7F8T2C0000000Q01G1000SW0002B1 Installed and started 1/2001	quarter	\$2,052.17	
6	South Campus B64 Chiller #2 Trane 380 ton Serial # L02G12182 Model # CVHE045FA3MAC32227 V7F8T2C0000000Q01G1000SW0002B1 Installed and started 1/2001	quarter	\$2,052.17	
7	South Campus B97 Chiller #1 Trane 750 ton Serial # L15D01937 Model # CVHF760FA4VOAE02848 79ECDBC0000 Intalled and started 8/2015	quarter	\$1,653.92	



8	South Campus B97 Chiller #2 Trane 750 ton Serial # L15D01954 Model # CVHF760FA4VOAE0284 879ECDBC0000 Intalled and started 8/2015	quarter	\$1,653.92		
9	Miramar West Center Chiller #1 Trane 305 ton Serial # U14D08829 Model # RTAE300FUA Installed and started 4/2014	quarter	\$2,159.29		
10	WHC Center B33 Chiller #1 Trane 450 ton Serial Number # L00H04258 Model # CVHF485 Installed and started 1/2002	quarter	\$2,656.96		
11	WHC Center B33 Chiller #2 Trane 450 ton Serial # L00H04233 Model # CVHF485 Installed and started 1/2002	quarter	\$2,656.96		
<b>PER QUARTER, TOTAL COST GROUP A (ITEMS 1-10)</b>				<b>\$26,151.06</b>	
<b>ANNUALLY, TOTAL COST GROUP A (ITEMS 1-10)</b>					<b>\$104,604.24</b>
<p><b>Group B: YORK EQUIPMENT - Full Service &amp; Preventative Maintenance. South Campus Chiller: This chiller should be coming up on a 10 year service – will review OEM recommendations – however milestone service would not be included (major overhauls) as part as the full coverage agreement – a failure requiring an overhaul would be covered as long as milestone service is done per OEM recommendations. Billings are to be submitted by the Vendor quarterly.</b></p> <p><b>Additional Scope Included:</b>                  York Chillers will be inspected Bi-monthly rather than quarterly.                  York Chillers will have vibration readings taken each inspection.                  Failures caused by 1) erosion or corrosion &amp; 2) obsolete components are not covered in the below prices.</p>					
			<b>Price</b>		
<b>ITEM #</b>	<b>Campus &amp; Bldg. Number / BC Chiller Number / Manufacturer / ton / Serial Number / Model Number / Installed and Started date</b>	<b>UNIT (per quarter every 3 months)</b>			
12	Central Campus B 26 Chiller #1 York 400 ton Serial # SGPM879910 Model # YK BBBDP5-CMF Installed and started 6/2007	quarter	\$3,629.91		
13	Central Campus B26 Chiller #2 York 400 ton Serial # SGPM880010 Model # YKBBDP5-CMF Installed and started 6/2007	quarter	\$3,629.91		
14	North Campus B42 Chiller #1 York 500 ton Serial # SGPM-880110 Model # YK DEDHQ7-CRF Installed and started 6/2007	quarter	\$4,116.62		





15	South Campus B64 Chiller #3 York 500 ton Serial # SGPM-879810 Model # YK CDCHQ7-CRF Installed and started 6/2007	quarter	\$3,403.62		
<b>PER QUARTER, TOTAL COST GROUP B (ITEMS 11-15)</b>				<b>\$14,780.06</b>	
<b>ANNUALLY, TOTAL COST GROUP B (ITEMS 11-15)</b>					<b>\$59,120.24</b>
<b>NO FACTORY WARRANTY REMAINS FOR ANY OF THE EQUIPMENT.</b>					

**REVISED NON-DISCLOSURE AGREEMENT**

This Agreement is by and between \_\_\_\_\_ (Vendor), a corporation with offices at \_\_\_\_\_, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

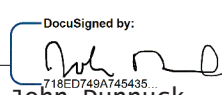
By:  \_\_\_\_\_

Printed Name: Fernando Lagomasino

Title: Regional General Manager

Date: 6/18/2021

The Board of Trustees of Broward College, Florida

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

Name: John Dunnuck

Title: SVP Finance & Operations

Date: 8/11/2021