

**TERM CONTRACT FOR TESTING AND TREATMENT
OF WATER ASSOCIATED HVAC SYSTEMS
(IFB-604174-21/TKH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SWE, INC OF LOUISIANA**, duly authorized to conduct business in the State of Florida, whose principal address is 39478 Highway 90 East, Slidell, Louisiana 70461, 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. 1st 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 testing and treatment of water associated HVAC systems 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 such 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 Release 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 three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release 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 Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release 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. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release 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 Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C, Contract Pricing, attached to this Agreement as Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee 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 Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

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

(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 Release 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 Release 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, Business Automobile Liability, and Pollution Liability). **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:

\$1,000,000.00 (Each Accident)
 \$1,000,000.00 (Disease-Policy Limit)
 \$1,000,000.00 (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:

\$ 2,000,000 Per Occurrence
 \$ 2,000,000 Personal and Advertising Injury
 \$ 4,000,000 General Aggregate
 \$ 4,000,000 Products and Completed Operations
 Aggregate

(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 Automobile Liability.

(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 Automobile Liability is required to be the following:

	Combined Single Limit	\$1,000,000.00
(5)	Pollution Liability:	\$2,000,000 Per Occurrence
		\$2,000,000 General Aggregate

(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 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:

SWE, Inc of Louisiana
P.O. Box 2499
Slidell, LA 70459-2499

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.

SWE, INC OF LOUISIANA

Witness

Print Name

By:_____

Cynthia Arceneaux Hidalgo
Vice-President

Date:_____

Witness

Print Name

[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.

By: _____
MARKLY JEAN-CHARLES, Purchasing and
Contracts Manager

Date: _____

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

County Attorney

BP/lpk/DGS

8/9/21 9/28/21

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

Exhibit C – Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance

Exhibit A Scope of Services

1. **SCOPE OF SERVICES.** To provide Seminole County Government with a certified ISO 9001-2015 Water Treatment Contractor to provide scheduled Testing and Treatments of Water Associated HVAC systems and maintain County owned HVAC Water Treatment Equipment.
2. **FACILITIES.**
 - A. All County owned and leased facilities with HVAC systems requiring water treatment. The list includes but is not limited to:
 - i. Criminal Justice Center.
 - ii. Civil Courthouse.
 - iii. John E. Polk Correctional Facility.
 - iv. Central Branch Library.
 - v. Public Safety Building.
 - vi. Health Department – Airport Blvd.
 - vii. County Services Building.
 - B. The COUNTY may add or delete locations or equipment to the above list during the term of this agreement. If equipment or locations are added the CONTRACTOR and the COUNTY shall agree on the additional cost. If equipment or locations are deleted the cost listed in the agreement shall be deleted from the agreement.
3. **DEFINITIONS.** Definitions to be used in this contract:
 - A. **COUNTY'S REPRESENTATIVE.** The designated official to represent the COUNTY. The Facilities Manager of the COUNTY or his/her designee shall be the COUNTY's representative for the contract documents. Wherever in the Contract documents the approval, disapproval, consent, consultation, direction, or other action of the COUNTY is anticipated; such actions shall relate to the COUNTY's representative unless the context or a provision of law otherwise specifies the action of this agreement be taken by the Board of County Commissioners or a person who is not the COUNTY's representative.
4. **STAFF QUALIFICATIONS & REQUIREMENTS.**
 - A. The contractor shall maintain on staff during the term of this agreement one (1) **Primary Technical Service Representative** with a minimum of five (5) years of experience which will become a single point of contact and will resolve all claims of the County. The primary technical representative shall possess, as minimum, a cell phone and be able to respond within one (1) hour in case of emergency. This primary technical service representative shall be capable of arriving on site within two (2) hours in response to an emergency.

- i. In the event the Primary Technical Service Representative is unavailable, a backup representative shall be designated to be familiar with the county's facilities and act as back up to the primary representative.
- B. The contractor shall maintain on staff during the term of this agreement Service Technicians who are trained and fully knowledgeable with chemical injection systems, dispersion of chemicals, and testing of chemical content. These same technicians shall also be knowledgeable in EPA regulations for chemical handling and mandated procedures for cleanup of spills.
- C. The Contractor shall provide full information if an Independent Laboratory is utilized to provide certified reports in accordance with the Scope of Services.
- D. ISO 9001-2015 certified for the chemicals and treatment process.
- E. The CONTRACTOR shall be capable of providing emergency service within 48 hours of being notified that a problem exists.
- F. The CONTRACTOR shall be capable of delivering replacement water treatment equipment within 48 hours if needed to maintain acceptable water quality.

5. PROCEDURES FOR PERFORMING SERVICES.

- A. CONTRACTOR shall designate a single point of contact and representative who is authorized to act on behalf of CONTRACTOR. A CONTRACTOR representative shall be available to the COUNTY 24 hours per day, seven (7) days per week, and 365 days per year. The CONTRACTOR shall keep the COUNTY continuously advised of the identity of the CONTRACTOR representative. CONTRACTOR shall provide the COUNTY with all the contact information necessary to contact the CONTRACTOR representative 24 hours per day every day.
- B. CONTRACTOR shall be responsible for the repair of damage to buildings or other COUNTY property that results from CONTRACTOR activities. This includes, but is not limited to walls, floors, ceilings, roof systems, plumbing systems, electrical systems, air conditioning systems, landscapes, pavement, irrigations systems, etc.
- C. CONTRACTOR, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. CONTRACTOR shall always guard against damage to COUNTY property and injury to COUNTY employees, the public and other vendors and contractors and shall be held responsible for replacing or repairing any such loss or damage. The CONTRACTOR shall comply with all State, OSHA and other applicable safety regulations.

6. SERVICE PROGRAM.

- A. The CONTRACTOR shall present a service program within 30 days of award of the contract. The purpose of the service program is to maintain chemical levels so that corrosion does not appear on the pipes, chillers, towers, evaporator coils, mixing valves and water pumps. The service shall be submitted to the Maintenance Manager for

discussion and mutual acceptance. The service program shall include existing conditions, recommended action, and expected completion dates.

- B.** At the beginning of each quarter, Maintenance Manager and Contractor's personnel shall meet and discuss the status of each treated system. Goals, objectives and actions shall be discussed and added to the service program. However, in no instance shall the scope of work be modified.
- C.** The CONTRACTOR shall submit a Quarterly report covering each treated system. The report shall cover:
 - i.** Program Status.
 - ii.** Trends indicated by Field Analysis Reports.
 - iii.** Water Usage Trends (as available from meter data).
 - iv.** Cooling Tower Corrosion Rates for Mild Steel and Copper.

7. PREVENTIVE MAINTENANCE.

- A.** The primary Technical Service Representative shall provide a routine service to each designated site once per month as applicable. The primary representative shall conduct field tests on water samples from each treated system and write a field analysis report of findings and recommendations. The primary representative shall review all reports with the designated County Maintenance HVAC Supervisor in a summary form, on a monthly basis. In the event that the secondary representative provides routine service to the sites and conducts the appropriate tests, the primary representative shall review a copy of the field analysis report with the designated County Maintenance Representative. Services shall be performed during normal working hours unless prearranged with the County.
- B.** Routine service visits shall include:
 - i.** Inventory of chemicals and, if needed, place orders to maintain adequate inventory.
 - ii.** Verification that application and control equipment is functioning properly.
 - iii.** Monitor corrosion rate on cooling systems.
 - iv.** Microbiological evaluation by monitory Easicults.
 - v.** Minor maintenance: To include cleaning of solenoid valves and strainers.
- C.** A legible handwritten service report or field analysis report, used by the CONTRACTOR, shall be prepared on site at the time of each routine service. Routine testing for mineral balance, halogen and product levels, conductivity and microbiological levels shall be performed once per month on the cooling tower systems. The analysis shall include all required test results, control ranges and recommendations for corrective action. The recommendations are not to be limited to chemical water treatment, but also include

analysis, which shall result in improved energy conservation and also equipment life. The report shall be signed by, and a copy given to, the designated Facilities Services, Mechanical Supervisor after each service.

- D. Annual Inspections of the waterside side of all treated equipment shall be performed by the primary Technical Service Representative. The County shall provide at least one weeks' notice of pending openings. A written report shall be submitted by the primary representative once the inspection is complete. Digital photos with date / time included shall be taken of water contact surfaces on equipment for record of performance and be included with the report.
- E. The CONTRACTOR shall use a Fiber Optic Scope (Bore Scope) to inspect equipment. It shall have the capability to video record inspections to compare historically with future inspections for performance evaluations.

8. TIME FOR PERFORMANCE. Water testing and treatment services will normally be provided on a scheduled basis. However, the CONTRACTOR shall be prepared to provide services on an emergency basis.

9. AUTHORIZATION TO DO WORK.

- A. The COUNTY representative for the administration of this Agreement shall be the Facilities Manager or his / her designee. The COUNTY Facilities Manager or his / her designee shall be the single point of contact for the CONTRACTOR. The Facilities Manager or his / her designee shall have the authority to transmit instructions, receive information, interpret and define COUNTY policy and make decisions regarding the work covered under this Agreement. The COUNTY is not obligated to compensate the CONTRACTOR for any work performed by the CONTRACTOR not authorized by the Facilities Manager or his / her designee.
- B. Authorization for delivery of materials by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the materials required and shall state the delivery information.

10. OTHER WORK. Other work by the COUNTY or under a separate agreement with a third party may be in progress at the service locations. CONTRACTOR shall always cooperate with others and shall coordinate his work with the work of others or as may be directed by the COUNTY. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by COUNTY employees.

11. PERFORMANCE REQUIREMENTS. Chemical and Physical Characteristics of the Treated Water.

A. COOLING TOWER / CONDENSER WATER:

- i. The chemicals used shall be compatible with the Zinc coating / galvanizing of the metal parts of the tower.
- ii. The pH value of treated water - between 7.5 and 9.0.

- iii. Chlorides - below 200 ppm.
- iv. Sulphates - below 1200 ppm.
- v. Calcium Hardness - below 500 ppm.
- vi. Residual chlorine - below 1 ppm.
- vii. Cooling towers shall be cleaned twice yearly, including fill, collection pans and system strainers.
- viii. Cooling towers shall be disinfected prior to each cleaning. CONTRACTOR shall submit recommended disinfection procedure with proposal.
- ix. Phosphonate – 6 – 12 ppm.
- x. Tolytriazole – 1 – 3 ppm.
- xi. Testing for Legionella Bacteria.

B. BOILER WATER:

- i. pH - 9.0 and 11.0.
- ii. Alkalinity - 200 to 500 ppm.
- iii. Silica - 20 to 40 ppm.
- iv. Conductance - 2000 to 6000 micro-mhos/Cm.
- v. Sodium Sulfite - 30 to 60 ppm.
- vi. Phosphate – 20 – 40 ppm

C. CHILLED WATER and CLOSED LOOPS:

- i. pH - 9.0 - 10.5.
- ii. Sodium Nitrite - 500 – 1000 ppm.
- iii. Tolytriazole - 5 - 10 ppm.
- iv. Total Iron – less than 1.0 ppm.

D. GLYCOL.

- i. Where glycol solution is used in the place of chilled water, the Contractor shall verify the strength of glycol in October and report if the concentration is less than twenty-

five percent (25%).

- ii. The above parameters are for guidance only. If the relevant ASME / ASHRAE specifications or the specifications from the manufacturer of equipment calls for close tolerance and wider requirements that specification shall apply.

12. PROCESS REQUIREMENTS.

- A.** The cooling towers shall be operated with no mineral deposit formation. The CONTRACTOR shall provide written justification if this standard cannot be maintained.
- B.** The CONTRACTOR shall not use Molybdate or Chromate bearing products and shall adhere to all safety and environmental rules and guidelines issued by all local, state and federal jurisdictions having authority.
- C.** All Cooling Towers shall be treated with at least two EPA-registered, liquid biocide products for the control of planktonic and sessile organisms. Biocides shall be applied at least weekly on an alternating basis using a unitary conductivity control and biocide timer equipment equipped with pre-bleed and lockout capabilities. Powdered, granular, and pelletized treatments are not acceptable and no chlorine-based products shall be used. Vendor shall include a biocide application program for all closed loop systems; include filters and a filter change program when applicable equipment exists.
- D.** CONTRACTOR shall be responsible for the operation, maintenance, repair, and if necessary replacement, of COUNTY owned chemical treatment equipment.
- E.** CONTRACTOR shall be responsible for keeping the chemical treatment equipment operating at peak efficiency and maintaining water quality within the standards established in this document and ASHRAE recommendations.
- F.** A service report shall be submitted to the County representative each month along with the monthly invoice. The service report shall document the water quality at each location. The report shall compare actual Vs standard for all applicable water quality standards listed in this document. Any actual condition that falls outside of the standard shall be highlighted and an explanation and/or plan of action to correct the problem provided.

13. PRODUCT USE / EFFICIENCY GUIDELINES AND SPECIFICATIONS.

- A.** Products must not have strong or offensive odors.
- B.** Water and tower treatment product must be fed at a rate compatible with the cooling tower makeup or re-circulating system water.
- C.** Product may not contain any inorganic salts such as phosphates or chromates.
- D.** The cooling tower vapor shall not contain any gas or liquid suspension that will contribute to the toxic gas/ozone levels in the atmosphere.
- E.** Product(s) must comply with all Local, State, and Federal regulations governing waste water discharge with sanitary drain system. Vendor must demonstrate that product is

considered safe by EPA for disposal and complies with OSHA standards.

- F.** Efficiency and activity claims must be documented with sample data, product name and required tests.

EXHIBIT "B"
(SAMPLE OF PURCHASE ORDER)

30

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
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ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

V E N D O R	
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ORDER INQUIRIES	
PURCHASING AND CONTRACT DIVISION 1301 EAST SECOND STREET SANFORD FLORIDA 32771 PHONE (407) 665-7116 / FAX (407) 665-7956	
ANALYST	

DELIVERY	
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ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	
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SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchase Order 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. Failure to Accept Purchase Order. Supplier's failure to accept PO may be cause for cancellation of award. Suppliers who default are subject to suspension, debarment or both.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. Price Protection. Supplier warrants that prices set forth in PO are equal to lowest net price and terms and conditions of sale are as favorable as prices, terms and conditions afforded by Supplier to any other customer for goods/services of comparable grade or quality. Supplier agrees that any price reductions made in goods/services under PO, subsequent to its acceptance, but prior to its payment, will be applicable to PO.

14. Payment Terms. Supplier agrees the cash discount period to County will be from the date of invoice and not from receipt of goods/services.

15. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

23. 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.

24. 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.

25. 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.

Exhibit C
Contract Pricing

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Item Number	Quantity	Equipment	Facility Name	Capacity	Frequency	Scheduled Months	Number of Months	Cost per Visit	Annual Cost
1	3	Chillers	Criminal Justice Center	1,350 Tons	Monthly	Jan - Dec	12	\$ 125.00	\$ 4,500.00
2	3	Cooling Towers	Criminal Justice Center	1,197 Tons	Semi-Annual	April & Sept.	2	\$ 800.00	\$ 4,800.00
3	2	Chillers	Civil Courthouse	430 Tons	Monthly	Jan - Dec	12	\$ 100.00	\$ 2,400.00
4	2	Cooling Towers	Civil Courthouse	1,200 Tons, 750 GPM	Semi-Annual	April & Sept.	2	\$ 800.00	\$ 3,200.00
5	3	Chillers	John E. Polk Correntional Facility	1,000 Tons	Monthly	Jan - Dec	12	\$ 175.00	\$ 6,300.00
6	2	Cooling Towers	John E. Polk Correntional Facility	847 Tons	Semi-Annual	April & Sept.	2	\$ 800.00	\$ 3,200.00
7	2	Boilers	John E. Polk Correntional Facility	1 HP Ea.	Monthly	Jan - Dec	12	\$ 75.00	\$ 1,800.00
8	1	Water Cooled Condenser	Central Branch Library	58 Tons	Monthly	Jan - Dec	12	\$ 150.00	\$ 1,800.00
9	1	Cooling Tower	Central Branch Library	74 Tons	Semi-Annual	April & Sept.	2	\$ 400.00	\$ 800.00
10	2	Air Cooled Chillers	Public Safety	540 Tons	Quarterly	March, June, Sept & Dec	4	\$ 50.00	\$ 400.00
11	1	Air Cooled Chillers	Health Department	70 Tons	Quarterly	March, June, Sept & Dec	4	\$ 100.00	\$ 400.00
12	1	Water Heater	County Services Building	50 Gal	Monthly	Jan - Dec	12	\$ 50.00	\$ 600.00
13	1	Steam Boiler	County Services Building	5,102,900 BTU	Monthly	Jan - Dec	12	\$ 100.00	\$ 1,200.00
14	6	Air Cooled Chillers	County Services Building	305 Tons	Quarterly	March, June, Sept & Dec	4	\$ 50.00	\$ 1,200.00
Total Annual Cost									\$ 32,600.000

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name

Notary Public in and for the County
and State Aforementioned

My commission expires: _____