



COLLIER COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
5775 Osceola Trail
Naples, Florida 34109
(239) 377-0047

BA: 5/23/22

C 205

Contract #21b-170 HVAC Chiller Preventative Maintenance - Trane

THIS AGREEMENT is entered into by and between the School District of Collier County, Florida, (dba Collier County Public Schools), hereinafter "CCPS" or "District" and Trane (Trane Technologies) hereinafter "Contractor". CCPS and the Contractor are hereinafter collectively referred to as the "Parties" to this agreement.

RECITALS

CCPS desires to contract with the Contractor for the heating, ventilation, and air-conditioning (HVAC) chiller preventative maintenance AND RELATED services, including but not limited to annual maintenance, new installations, repairs, and other related services to the district's chillers. The contractor is prepared to and desires to provide these services to CCPS. The agreement is being entered under provisions of FAC 6a-1.012 (12) (d) as a sole source provider.

AGREEMENT

The contractor will provide HVAC Chiller preventative maintenance and related services (hereinafter referred to as "Commodity/Services" or "services") for CCPS. The conditions listed herein, along with all attachments, exhibits, or other items as listed below are incorporated in their entirety into and shall form this Agreement. The obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation. NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION. The Attachments are:

Attachment A – Description of Services / Scope of Work

Attachment B – Pricing Sheet

Attachment C – Site Information

Any amendments, additions, or other executed items performed by the parties to supplement this agreement, will be automatically incorporated into this Agreement.

1. **Conduct of Business:** The contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that apply to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. Furthermore, the Contractor will provide, upon request, any applicable licenses, certifications, or other documents to CCPS as described herein.
2. **Independent Contractor:** The contractor and its employees, agents, representatives, and sub-contractors are independent contractors and not employees or agents of CCPS and are not entitled to State of Florida benefits. CCPS will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or sub-contractors. The Contractor agrees to include this provision in all of its sub-contracts under this Contract.
3. **School Board / District Policies & Administrative Procedures:** All School Board policies and/or administrative procedures referenced herein, if not attached hereto, may be accessed, and reviewed at www.collierschools.com/schoolboard and may be provided by CCPS, upon request.
4. **Contract Term:** The initial term of this agreement shall be for a two (2) year period from date of execution,

through December 31, 2023. Other term conditions shall be:

- a. The contract may be renewed on the expiration date of the original contract or renewals. Renewals may be accomplished up to two (2) times, provided the price schedule remains unchanged, or price decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a two (2) year period (for a potential 6-year term), from July 1 to June 30. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Actions taken under this provision will be at the option of CCPS.
 - b. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor before the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. The contractor will be notified when the recommendation has been acted upon by the Board.
 - c. In the event, the resulting agreement is terminated, not renewed, or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services for a month-to-month basis on the same terms and conditions outlined in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period exceeding six (6) months.
5. **Compensation:** CCPS shall provide compensation as per the rates and pricing listed in ***Attachment B – Pricing Sheet***.
6. **Invoicing & Payment Terms:** The contractor will be required to submit invoices as it supplies/services CCPS and adhere to the following:
- a. All invoices and correspondences shall be legibly written, typed, or computer-generated, and dated
 - b. all invoices shall reference a valid/current purchase order number. Failure to provide a current purchase order will be cause for delay in payment or non-payment.
 - c. Invoices and statements shall be mailed directly to:
Collier County Public Schools
Accounts Payable Department
5775 Osceola Trail
Naples, Florida 34109
 - d. A duplicate invoice shall be sent/e-mailed to the CCPS authorized representative.
 - e. Invoices shall reference a CCPS issued incident or work order number when applicable.
 - f. The contractor shall issue separate invoices for each purchase order number unless special instructions are given.
 - g. Payment will be made within thirty (30) days after the receipt and acceptance of a proper invoice.
 - h. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to the Contractor for resolution. Payment will not be made until all discrepancies are corrected and approved.
 - i. All invoices will be itemized to reflect all rates or discounts per this agreement. Lump-sum invoices will not be accepted. Failure to provide itemized invoices will be cause for delay in payment or non-payment.
 - j. CCPS is exempt and does not pay Federal Excise and State of Florida Sales taxes. Certificate of exemption available upon request.
7. **Contractor Sites**
The contractor shall provide services to only the sites as outlined herein and/or granted permission by the CCPS Maintenance Department. The contractor and its employees, affiliates, or any associates are not permitted to visit other CCPS sites that it is not directly awarded services under this agreement.
8. **Termination of Agreement:**
- a. CCPS reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event, it is determined that the contractor has failed to comply or violates any of the

provisions or conditions of the agreement. CCPS shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to the Contractor or recoveries by CCPS under contracts terminated for cause shall be per the legal rights and liabilities of the parties under the laws of the State of Florida.

- b. A repeated instance of failure to perform may result in the immediate cancellation of the contract.
 - c. Either party may terminate this contract, in whole or in part, without cause, with thirty (30) days written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.
 - d. CCPS may, during the contract period, terminate or discontinue the services covered in this agreement at the end of CCPS's then-current fiscal year due to the lack of appropriated funds and/or insufficient budget. The Purchasing Department shall notify the vendor of such an occurrence and the contract will terminate at the end of the fiscal period without penalty or expense to CCPS.
 - e. CCPS may, during the contract period, terminate or discontinue the services covered in this agreement due to the lack of appropriate School Board approval. The Purchasing Department shall notify the vendor of such an occurrence and the contract will terminate at the end of the current fiscal period without penalty or expense to CCPS.
9. **Order Placement, Purchase Orders, and Procurement Cards:** Execution of this agreement does not constitute any order(s). After approval of and execution of the contract, CCPS will place orders utilizing one of the following procedures:
- a. *CCPS issued purchase orders (blanket or normal):* Purchase orders will be either a blanket purchase order to cover a specific period and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
 - b. *School/Site-based internal account purchase order:* A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
 - c. *Procurement Card:* Sites or departments may place orders utilizing a CCPS issued procurement card (P-Card). Only authorized staff will be allowed to submit orders via the procurement card.

Contractor(s) shall not provide any items or services, on any CCPS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process it according to how the order is placed.

10. **Survivability** Contractor agrees that any purchase order that extends beyond the expiration date of the original solicitation or contract expiration will survive and remain subject to the terms and conditions of this agreement until the completion of the project and/or termination of the said purchase order.
11. **Indemnification:** Contractor shall indemnify, hold harmless and defend CCPS, its appointed officials, its employees, agents, volunteers and others working on behalf of CCPS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against CCPS, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or

fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, sub-contractors or agents or others under the Contractor's Contract.

Furthermore, the Contractor shall indemnify CCPS from and against any: violation of the law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work or services provided; or liens, claims, or actions made by the Contractor or any subcontractor or other party performing the work or providing services.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or any sub-contractor, under workers' compensation, disability benefit, or any other employee benefits law.

12. **Insurance:** During the full term of this contract, the Contractor shall maintain an adequate program of insurance coverage as described below. The insurance shall be placed with insurance companies having a rating of "A" or higher, based on AM Best rating services (www.ambest.com). The Contractor shall meet the following insurance requirements.
 - a. Certificate(s) of Insurance (COI), shall be furnished to CCPS within fifteen (15) days of execution of this agreement. COI shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:
 The District School Board of Collier County, FL
 5775 Osceola Trail
 Naples, Florida 34109.
 Failure to provide a COI shall be cause for termination of the contract.
 - b. **Insurance Policy Duration:** All insurance policies herein specified shall be in force for the term of the contract and contain a rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured. All COI's must be submitted annually upon expiration for the duration of the contract.
 - c. Contractor(s) must comply with FS 440, *Workers' Compensation, and Employees' Liability Insurance* with minimum statutory limits if required.
 - d. **Comprehensive General Liability Insurance** The contractor shall procure and maintain, for the life of this contract, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury products, and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence / \$2,000,000 aggregate.
 - e. Business Automobile Liability Insurance to be an occurrence form policy in an amount equal to or greater than \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto", "Commercial Vehicle" or "Comprehensive Form" policy.
 - f. The contractor waives any rights for recovery from or for any loss, damage, or injuries to the extent covered by any insurance maintained by either party.
13. **Contractor Performance:** Contractor(s) shall maintain an acceptable level of satisfactory service and provide deliverables throughout the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services/deliverables, or any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor has to correct any of the deficiencies. If items are not corrected within the time frame allocated by the corresponding CCPS department or its designee, then the contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory or untimely performance of the Contractor. The withholding of any monies and the subtraction of costs/fees incurred will be used at the discretion of CCPS. If no monies are owed to a contractor and performance levels are below satisfactory then termination of the contract as outlined herein will apply.
14. **New Items / Warranty:** Contractor represents and warrants that the goods, materials, supplies, or components

offered to CCPS under this Agreement are NEW, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. All items and services shall be covered by the most favorable commercial warranty Contractor offer to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of this Agreement. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as to the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

15. **Force Majeure:** Neither party shall be held responsible for failure to perform the duties and responsibilities imposed by this Agreement due to legal strikes, fires, riots rebellions, health, or safety emergencies (including but not limited to, pandemics, local outbreaks of diseases, and break downs of water supplies), and acts of nature beyond the control of the Parties unless otherwise specified.
16. **Conflict of Interest:** The contractor hereunder is subject to the provisions of Chapter 112 Florida Statutes. Bidder shall complete **Exhibit 1 – "Conflict of Interest Statement"** attached hereto and submit with the execution of the agreement.
17. **Unauthorized/Illegal Aliens:** CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract (s). The contractor shall complete the attached **Exhibit 2 - "Contractor's Affidavit Concerning Illegal Aliens"** and submit with the execution of the agreement.
18. **Debarment:** All contractors receiving individual awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. The contractor shall complete the attached **Exhibit 3 - "Debarment Form"** and submit it with the execution of the agreement.
19. **Drug-Free Workplace Certification:** CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug-free. If applicable, Contractor shall sign and submit **Exhibit 4 - "Drug-Free Workplace Certification"**, attached hereto, to certify that it has a drug-free workplace program.
20. **Non-Exclusive Contract:** Contract shall not be construed as an exclusive means for CCPS to acquire services, equipment, supplies, commodities, and/or maintenance and related services for such items, as outlined under this Agreement. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities/services based on awards made by the State of Florida, other governmental entities, other CCPS awards, or contracts available through national purchasing alliances.
21. **Bullying, Harassment & Federal Title IX Based Issues:** The Contractor and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.
22. **Jessica Lunsford Act (JLA):** According to CCPS Board Policy 8475, and the State of Florida Jessica Lunsford Act (JLA), all contractor personnel and affiliates shall be subject to a criminal background check. The contractor shall adhere to all CCPS & State requirements about fingerprinting and badging. The contractor shall review and complete **Exhibit 5 - JLA** attached hereto and submit it to CCPS. Furthermore, Contractor(s), individuals or entities under contract with CCPS required to go on school grounds, must comply with the requirements of the

law and agree to indemnify and hold harmless CCPS for any claims made against the CCPS related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of the contract.

23. Contractor Employees:

- a. The contractor shall provide competent, suitably qualified personnel to perform services under this agreement to CCPS.
- b. The contractor shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under this Agreement.
- c. **The Contractor shall strictly prohibit interaction between its employee(s), suppliers, or anyone involved in any manner with projects under this Agreement and the student population.**
- d. Contractor employees and affiliates will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- e. The contractor shall require its employees to comply with the instructions about conduct and School Board regulations, issued by duly appointed officials, such as the Principal, Facility Manager, CCPS staff members, and other employees. The Executive Director, Maintenance Supervisor, and/or the Principal of any site where work is being performed or his/her designee, at their discretion, may require that the contractor immediately remove any employee from working on CCPS premises for violating any School Board policies, general misconduct, or terms of this agreement.
- f. CCPS reserves the right to require a change in service of any contractor employee if the conduct by the Contractor's personnel, in the opinion of CCPS, is unprofessional.
- g. Employees of the Contractor shall be required to dress per CCPS's dress policy and must always wear proper attire and company shirt **while on CCPS property**. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site.

24. Identification Badges Contractor employees are required to wear, at all times on any site, the State-issued identification badges as described herein. Employees will not be permitted on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of the contract(s).

25. Discrimination:

- a. The Consultant certifies that it follows the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. The provisions of the ADA Act of 1990 about employment shall also be applicable.
- b. The Consultant shall not discriminate based on race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers.
- c. The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any of its employees or applicants for employment based on race, color, creed, sex, national origin, age, or any other protected factor.

26. Minority, Small and Women-Owned Businesses (MWBE): CCPS encourages the use of minority, small, and women-owned businesses and enterprises (MWBE). The contractor agrees to ensure MWBE businesses, and enterprises are used whenever possible, such as when participating as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities. CCPS reserves the right to contact providers for information about the status of provider participation in connection with such businesses.

- 27. Smoke and Tobacco-Free Environment:** According to School Board Policy No. 1215, 3215, 4215, 5512, and 7434, all CCPS facilities are declared smoke and tobacco-free. The smoking of any substance, or the use of any tobacco product, to include, but not be limited to, cigars, cigarettes, pipes, chewing tobacco, snuff, vape or any other matter or substance that contains tobacco, is strictly prohibited on any CCPS site, which includes all interior and exterior spaces within the property boundaries. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.
- 28. Possession of Weapons & Other Destructive Devices**
- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.
 - b. Per Board Policy 7217, CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle.
 - c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or subcontractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the said employee or fails to terminate the agreement with the sub-contractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.
- 29. Governing Laws & Venue:** If Contractor should breach this contract CCPS reserves the right to seek remedies in law and/or in equity. All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Collier County, Florida. Venue in federal court shall be in the United States District Court. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. If a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants, or conditions of this Contract shall in all respects be governed by and determined per the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 30. Protection of Property:** The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss; repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor.
- 31. Property Damages**
- a. The contractor shall perform necessary services in such a manner that does not damage property. In the event damage occurs to the property because of any services performed under this contract, the contractor shall immediately report the incident to the CCPS Contract Manager. The contractor will replace or repair the same at no cost to CCPS. If the damage caused by the contractor has to be repaired or replaced by CCPS, then the cost of such work shall be deducted from the monies due to the contractor.

- b. Any other damage caused by the contractor shall be **immediately** reported to the appropriate CCPS Contract Manager. Any damage caused by a contractor shall be repaired or replaced at the Contractor's expense. A reasonable schedule for the repair or replacement of any CCPS damaged property shall be worked out with CCPS, Contractor, and/or site. CCPS may, at its option, have items repaired or replaced internally, at the Contractor's expense.
 - c. Personal property damaged by Contractor may be worked out between Contractor and the individual owner(s) of the damaged property.
 - d. Non-compliance with this section shall result in any invoice(s) to be held until replacement parts are received or repairs are completed by the Contractor to the satisfaction of CCPS.
32. **Safety Standards:** The bidder warrants that the products/services supplied to CCPS shall conform in all respects to the standards outlined in the Occupational Safety and Health Act and other applicable State of Florida and federal requirements. **CCPS reserves the right to stop any work practices, procedures, etc... it deems to be unsafe, at any time.** The contractor shall notify CCPS immediately of any unsatisfactory or detrimental conditions that may arise during the Contract.
- Furthermore, the contractor shall:
- a. Ensure the safety of its employees, building occupants, and environment throughout the contract for all projects
 - b. Shall be responsible for instruction and training its employees in all safety measures
 - c. Determine the need and provide its personnel with all protective or safety items required for the safe performance of work
 - d. Ensure that all equipment utilized is maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons
33. **Right to Require Performance:** The failure of CCPS at any time to require performance by the contractor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by CCPS on any non-compliance by the contractor does not constitute a waiver of any rights under this agreement.
34. **E-Verify:** According to FS 448.095, the provider shall use the U.S. Department of Homeland Security's E-Verify system, www.e-verify.gov to verify the employment eligibility of all employees hired during the term of this Agreement and shall provide and/or update its E-Verify number with CCPS. Failure to provide and/or update E-Verify information may be cause for termination of the agreement.
35. **Contractor Awareness:** It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference with academic and other school activities.
36. **Work Stoppages:** If any services or projects are disturbing student/teacher activities or posing an immediate danger, the Principal or his designee shall have the right to direct the Contractor to stop all work. Once a stoppage of work has been ordered, the contractor shall immediately cease all work and secure the area/site. The contractor shall keep specific records of such occasions and shall notify the appropriate CCPS representative immediately, of any such occurrence.
37. **Additional Contractor Certifications:** Contractor by entering and signing this agreement, further certifies it will comply with the following items as applicable:
- a. **Scrutinized Company:** Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created according to sections 215.4725, F.S., and 215.473, F.S., respectively. According to section 287.135(3), F.S., and 287.135(5), F.S., Contractor agrees

CCPS may immediately terminate the Contract for cause if the Contractor is found to have submitted false information, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

- b. **Civil Rights:** Provider shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
 - c. **Buy America Act:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this agreement if applicable, are to be imported, imported and repacked, or imported and labeled with an American processor or distributor. Furthermore, All American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.0821, Florida Statutes.
 - d. **Energy Policy and Conservation** (42 US Code 6201),
 - e. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
 - f. **Funding Agreement (Rights to Inventions)** (37 CFR 401.2 (a))
 - g. **Contract Work Hours and Safety Standards Act** (29 C.F.R. Part 5)
 - h. **Clean Air and Water Pollution Acts** (42 USC. 7401-7671q and 33 USC 1251-1387)
 - i. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318 (d))
38. **Public Records:** CCPS may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract. The contractor certifies that it will comply with record retention requirements including but not limited to FS 119.0701, which states contractors shall:
- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
 - ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: woodsdo@collierschoos.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

39. **Savings Clause:** If during the term of this Agreement, it is found that a specific clause is invalid or illegal under federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect insofar as consistent with the law.
40. **Entire Agreement:** This Agreement and the attachments, exhibits, and other items listed herein contain the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit, or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.
41. **Amendments:** Any amendment, modification, or alteration to this agreement at any time during the duration of the contract, shall be outlined in writing, which is duly signed and approved by the Parties.
42. **Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered, or certified mail, return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO PROVIDER:

Trane
 2301 Lucien Way, Suite 430
 Maitland, FL 32751
 Mike Brouil, Account Manager
Mike.brouil@trane.com
 (407) 660-1111

TO CCPS:

Collier County Public Schools (CCPS)
 Purchasing Department
 5775 Osceola Trail
 Naples, Florida 34109-0919
Purchasing@collierschools.com
 (239) 377-0047

or at any other address as may be given by either party to the other by notice in writing according to the provisions of this Section.

43. **Contract Administrator:** The CCPS employee(s), who are primarily responsible for CCPS's oversight of the Agreement, will be provided to the Contractor in separate writing upon approval and execution of this agreement. The format will be NAME OF CCPS EMPLOYEE, TITLE, EMAIL, and PHONE #. If CCPS changes the Contract Manager, CCPS will notify the Contractor. Such a change does not require an amendment to the Agreement.

44. **Authorization:** CCPS and Contractor represent and warrant that each person signing this document is duly authorized to do so and bind the respective party.

SIGNATURES:**CONTRACTOR**


Signature

Michael Rolfes

Type or Print Name

Trane U.S. Inc.

Business/Company Name

902 N. Himes Ave.

Address

Tampa, FL 33609

City, State, Zip

03/22/2022

Date

Area General Manager


Title

813-877-8251

Phone

MBRolfes@trane.com

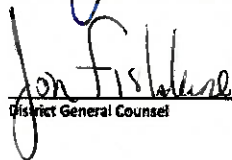
E-Mail

 3/23/2022


GILLIAN ALEXANDER
Notary Public
State of Florida
Comm# HM229752
Expires 2/16/2026

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FL

Board Chair / Superintendent / CCPS Designee

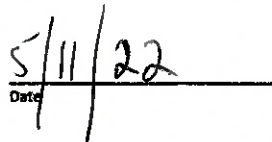


District General Counsel

Date

5/23/22

Date



Attachment A – Description of Services / Scope of Work

Part 1 – INTRODUCTION

CCPS has a variety of chillers, that serve as a part of larger units that are responsible for the heating, ventilation, and air-conditioning of its sites. All CCPS chillers require ongoing preventative maintenance services on an annual basis, thus maximizing efficiency and realizing cost savings through the discovery of necessary services that would otherwise go undetected causing larger, more costly repairs.

This contract establishes the preventative maintenance services (hereinafter referred to as PM Program) that will be provided to CCPS's chillers. The PM Program will incorporate inspections, equipment cleaning, testing, and related services to ensure all chillers are in proper operating and efficient condition as well as anticipate any repairs, replacements, and/or recommendations for chillers to CCPS.

Part 2 – GENERAL TERMS & CONDITIONS

2.1. Purpose

It is the intent of this contract to maintain fully operational (trouble-free) HVAC chillers with as little downtime as possible. To achieve this intent, CCPS has developed an HVAC Chiller Preventative Maintenance Program under this agreement that will have the Contractor perform services to include but not be limited to semi-annual on-site inspections, site visitations, factory recommended maintenance, oil analysis, monitoring, and reporting. This contract shall also secure firm prices for chillers located at specific CCPS sites. All work shall be under the supervision, knowledge, and coordination of the CCPS Maintenance Department.

2.2. Definitions

For this agreement, the following terms shall apply:

- a. "CCPS" or "District" – shall mean the School District of Collier County, Florida d/b/a Collier County Public Schools
- b. "Maintenance" – shall mean the CCPS Maintenance Department
- c. "PM", "PM Program" or "Program" – shall mean the HVAC Chiller preventative maintenance program for CCPS.

2.3. Contractor Licenses

- a. The contractor for the duration of the contract, and subsequent renewal periods, shall comply with all Federal, State, and Local rules, regulations, and licensing requirements necessary to perform the services and work required under this agreement.
- b. The contractor shall possess all applicable professional and business licenses required to perform services under this agreement. All licenses shall be submitted to CCPS and updated and maintained throughout the contract and subsequent renewals if applicable. At a minimum, Contractor shall maintain and submit to CCPS under this agreement:
 - i. *Business Tax Receipt*: Contractor shall possess an occupational license/business tax receipt to perform requested services, with a minimum classification of HVAC business or similar category.
 - ii. *HVAC Contractor License*: The contractor shall possess an HVAC Class A and/or Class B air-conditioning contractor license, issued by the State of Florida or manufacturer equivalent to perform requested services.
- c. Upon request, the Contractor shall supply CCPS with all contractor, business licenses. Licenses must be valid/current at the time of submittal with the current name and address of the Contractor.

- d. Any change or deviations to Contractor's licenses shall be reported, in writing (email is acceptable), to the appropriate CCPS Maintenance Supervisor within five (5) business days of occurrence.

2.4. Contractor Certified Technician

- a. The contractor shall employ and maintain throughout the contract, and subsequent renewal periods, sufficient staff and technicians that are competent and qualified to perform services as described herein.
- b. Technicians shall be full-time employees of the Contractor working a minimum of thirty-five (35) hours per week and MUST be certified by the Manufacturer of chillers being serviced.
- c. Upon request, the Contractor shall supply CCPS with a list of all qualified, certified personnel or technicians that will be servicing this contract and any/all certifications as necessary.
- d. Upon request, the Contractor shall supply CCPS with all qualified personnel licenses, technician certificates/licenses, etc. All items shall be valid at the time of submittal.
- e. Any change or deviations to Contractor's qualified personnel, their licenses/certifications, employment status, etc... shall be reported, in writing (email is acceptable), to the appropriate CCPS Maintenance Supervisor within five (5) business days of occurrence.

2.5. Contractor – Additional Requirements

- a. The contractor shall maintain offices, facilities, and personnel within a location capable of meeting the response times as outlined herein.
- b. The contractor shall be accessible by a local telephone call during regular business hours. Local answering service for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week.
- c. The contractor shall maintain and stock any necessary repair parts, materials, test equipment, and licensed software needed to meet the service requirements under this Agreement. Furthermore, the Contractor shall maintain all licensed software and additional programming services, as necessary.
- d. The contractor shall perform all services per all Federal, State, County, and City statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Contractor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

2.6. Sub-Contractors

- a. The Contractor shall at no time during the contract, subcontract out the work to be performed under this agreement. The actual Chiller PM services, repairs, and related services shall be performed by the Contractor and its employees. Failure to comply shall be grounds for immediate termination of the contract.
- b. The contractor may sub-contract minor remedial work or other work that is outside the scope of the services as defined herein, and/or as approved, in writing, by the Maintenance Department.
- c. Upon request, the Contractor shall supply a list of possible sub-contractors it may use throughout the contract. The list shall include the name of the subcontractor, a brief description of the services it provides, contact name, phone number, and e-mail address. CCPS reserves the right to approve or reject any sub-contractor.
- d. When a sub-contractor is necessary, the contractor shall provide the Sub-Contractor's "not to exceed" price amount before the commencement of any work and submit it to CCPS for approval. All subcontractors and their estimates must be approved in writing.

- e. The contractor shall submit a subcontractor(s) price plus % mark-up on any estimate submitted to CCPS, as outlined in the pricing attachment. If no percentage mark-up is given, then it will be assumed there are no additional fees for a subcontractor.
- f. *All subcontractors' employees must also meet all the background, fingerprint, and badging requirements of CCPS.*
- g. All work performed by any sub-contractor(s) will be the responsibility of the Contractor.
- h. Nothing contained in this agreement will be construed as establishing any contractual relationship between any sub-contractor(s) and CCPS. The contractor will be fully responsible to CCPS for the acts and omissions of any sub-contractor(s) and its employees.

2.7. Day Laborers

The contractor shall at no time during the contract use day-laborers to perform any work under this Agreement. Any personnel of the Contractor performing work at any CCPS site shall be documented per this ITB. Failure to comply shall be grounds for immediate termination of the contract.

2.8. Requirements of Services

- a. CCPS intends to have the contractor perform services as quickly and efficiently as possible with little to no interference with the daily routine and activities of the site. The Contractor shall, whenever possible, schedule the service visit with the site Facility Manager before going to the site. Failure to do so might result in his being turned away due to testing or other conditions that would prevent services from being performed. Any shutdown of equipment must be approved by the Facility Manager or school Administration.
- b. The performance of services expects to have the contractor arrive on site, with the appropriate number of technicians, park in an area away from student drop off / pick up areas, or an area designated by the Facility Manager, and commence services. Services shall continue uninterrupted to the conclusion of all work specified or clean-up is complete unless otherwise arranged with CCPS. (Exceptions may be made for projects that last longer than a day).
- c. **ALL EMPLOYEES must sign in at the main office** (if the office is closed then the contractor shall notify the Maintenance Department and/or Site Facility Manager of personnel on-site) and follow all site procedures for visiting its site, including the proper badge/identification of each employee.
- d. Services shall always be properly supervised and adequately manned by experienced and licensed technicians, as described herein, for the duration of the service. Furthermore, it is the responsibility of the Contractor to direct its technicians and employees and convey all pertinent information that was expressed before work commencement. CCPS will not be responsible for explaining work to the crew.
- e. A facility manager or Maintenance Department may be needed to give access to the project area or designate necessities of the project for the Contractor.
- f. The contractor will begin performing services and complete them in the allotted time frame. Upon completion, the Contractor will secure (if necessary) an exit site.
- g. Any designee, either employee or an authorized representative of CCPS may be announced or unannounced to accompany the Contractor on any project, service, or site.
- h. The site shall be left in good condition and free of any debris or trash. The contractor shall be responsible for the clean-up and disposal of all waste as a result of its services. The Contractor will dispose of all debris per applicable federal, state, and local requirements, and shall not use CCPS dumpsters for any disposal

unless given written approval by the CCPS Maintenance Department. The area shall be kept as neat, clean, and orderly as possible during services and the work site must be in the same or better condition upon Contractor's completion.

- i. The contractor shall provide and maintain temporary protection of the existing equipment and/or structure and protect occupants of the building as applicable for all services.
- j. The contractor shall not obstruct passageways or other means of egress.
- k. During its services, the Contractor shall notify the Maintenance representative upon discovery of any new or problematic issues. Notification may be immediate if the observation has been deemed an emergency. CCPS will be the sole determiner if action is required.

2.9. Water/Power

- a. Water will be made available, as necessary. Contractor and Contractor employees will be restricted to water fountains and water spigots deemed appropriate by the Principal, Facility Manager, and/or Maintenance Department representative. Water keys, issued by CCPS, shall be the responsibility of the Contractor.
- b. Locations of a water supply, if available, will be determined for each site.
- c. CCPS may furnish electrical power as necessary or upon request.

2.10. Break Areas and Restrooms

Lunch and break areas are restricted to the Contractor's vehicle parking area or off-campus. Restroom facilities are restricted to those designated by the site's Principal, Facility Manager, or designee. Break areas and restrooms will only be made available during normal operating hours.

2.11. Equipment Storage

- a. The Contractor will not be permitted to store any equipment, tools, or chemicals at any CCPS facility permanently during the length of the contract. Any storage shall be temporary and only out of necessity as deemed necessary by the Contractor, the CCPS Maintenance Supervisor, and the site where storage may occur.
- b. All items stored on any CCPS site shall only be permitted with the written approval and knowledge of the CCPS Maintenance Department.
- c. When necessary, the Contractor shall request in writing, to store items on-site, in detail, and submit for approval to the Maintenance Department or their designee. Further information may be requested. CCPS will email a formal approval for the storage of the items, with a said location. Items will be stored during the duration of the specific work or project and not any further. When approved, it is preferred that all Contractor items be stored in a secure trailer(s) outside of all CCPS buildings and away from student traffic areas.
- d. The contractor must ensure that all stored equipment, tools, and chemicals are locked up/secured or removed after each visit. Items shall never be openly available to where occupants may come in to contact or be able to access them.
- e. Continual non-compliance may result in the removal of the contractor from the site or termination of the contract.

2.12. Additional Work Authorization

If additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of CCPS; this includes any emergencies that may arise or discovery of additional work once a project has already commenced. The contractor shall be forewarned that only the CCPS Maintenance Department Supervisor may order or approve work to be performed. Each site possesses a facility manager which the contractor shall coordinate any on-site activities; however, the facility manager is not authorized to order additional work. Furthermore, Contractor shall not be paid for any services:

2.13. Site Access / Gate Keys

- a. The majority of CCPS sites will have an on-site Facility Manager that may be the point of contact for access to site or service areas. Please note that the main contact for the project/services will always be the Maintenance Department Supervisor.
- b. The Maintenance Department may issue gate keys to awarded contractors, if necessary. The contractor shall be responsible for all keys issued. Furthermore, special site keys may be made available by each site if necessary. These keys will be issued at the discretion of the site. All keys issued by a site shall be returned at the end of each workday unless other arrangements are made with the site Facility Manager and the contractor. All buildings, gates, and areas affected by the services of the Contractor shall be secured. All keys are in the exclusive control of the school representative at the site. All keys shall be returned at the expiration and/or termination of the contract.
- c. **Secure of Site, Close of Business:** The Contractor shall ensure that any areas, doors, locks, or gates it utilizes during its daily business will be secured, locked, and closed whenever possible during its services and at the end of each workday.
- d. At no time shall the Contractor duplicate any CCPS issued key.

2.14. Clean-Up

The contractor shall be responsible for removing all debris from the project site and cleaning affected areas. The contractor shall keep the premises free of debris and unusable materials resulting from its work and as work progresses. Also, upon request by CCPS, the Contractor shall remove such debris and materials from the property and properly dispose of them. The contractor shall leave all affected areas as they were before beginning work.

2.15. Permits

CCPS possesses a general building permit with inspection services provided by a CCPS designated vendor. Projects which may require a permit will fall under the CCPS general permit. Furthermore, all permit fees and costs will be the responsibility of CCPS. However, when required, the Contractor shall prepare all documents required to obtain a permit for any project necessary under this Agreement.

2.16. Contractor Vehicles

Contractor vehicles shall be clearly labeled with contractor name and logo, unless otherwise approved by CCPS, and shall meet all Federal, State, and local statutes and regulations.

2.17. Safety Data Sheets

- a. Supplies requested which meet the Hazard Communication Standard (HCS), are required to have published Safety Data Sheets (SDS).
- b. Contractor(s) will be required to submit a copy of the SDS for all such substances to CCPS, before the start of the contract.

- c. The contractor shall always maintain a copy of all current SDS documentation and safety certifications at the Maintenance Department and each project site, as well as comply with all other site documentation requirements per applicable OSHA programs and this ITB.
- d. All products must be recommended for the specific application by the manufacturer and approved by the EP and OSHA.
- e. Failure to provide or maintain SDS documentation will be cause for termination of the contract.

2.18. Chemical Use and Applications

- a. Contractors will be permitted to use chemicals to assist in the performance of services and will be responsible to provide all chemicals and other materials necessary to perform services. All chemicals will be supplied at no additional cost to CCPS and be incorporated into the rates and pricing under this Agreement.
- b. All chemicals shall be applied by a certified technician and shall be used per its label. The Contractor is liable for any penalty, fines, or damages resulting from the misapplication and/or misuse of chemicals.
- c. All chemicals must be approved by the HVAC & Controls Supervisor before usage.
- d. The contractor will be expected to comply with all chemical labels in its applications.
- e. At no time will any chemical or spray be permitted to be used around or near students, staff, or other individuals present or on or near playgrounds, playground equipment, or on P.E. fields or equipment. Any violation will be cause for immediate termination at a site or possibly termination from all contracted sites.
- f. All chemicals must always be kept secured and handle in leak-free containers per all applicable laws. The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases.
- g. The contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of chemicals, petroleum products, or other hazardous material. The Contractor shall have on-site at all times, appropriate first aid, and spill kit(s).
- h. The contractor shall properly dispose of all chemical containers as outlined in the label instructions. CCPS dumpsters are not to be utilized at any time during the contract.
- i. Throughout the contract, it is understood that newly researched products may become available. CCPS may consider other types of chemicals as they are made available. The contractor shall meet with CCPS to discuss alternate products or new technologies that may increase efficiency, safety, and/or be more environmentally safe at any time during the contract. Any new product will be reviewed and either rejected or accepted at CCPS's discretion.
- j. The contractor shall determine the need for and provide its personnel with all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply will be grounds for termination of the contract.

Part 3 – SCOPE OF SERVICES

3.1 HVAC Chiller Preventative Maintenance Services

- a. Contractor(s) shall provide qualified services, service vehicle(s), the necessary number of employees, tools, equipment materials, labor, and equipment necessary to perform the HVAC chiller maintenance preventive maintenance, and related services as described herein. The contractor shall comply with CCPS's specifications, guidelines, and restrictions issued for each project/job. All work will include all services necessary from start to finish.
- b. All services performed will be direct from the Manufacturer and/or Manufacturer's maintenance representative. All services will be performed per all factory-recommended maintenance, annual spectrographic oil analysis, oil filters, purge filters, and water box gaskets. Furthermore, the Contractor is required to maintain training, licensing, and certification as well as any Manufacturer updates to the services and/or recommendations for any of CCPS's chiller equipment.
- c. All work and schedule will be performed in coordination and with the full knowledge of the Maintenance Department.
- d. The contractor shall supervise and direct the work, using its best skill, expertise; and the best standard practices of the industry to ensure workmanship is of the highest quality. The contractor shall be solely responsible for all work assigned to it, including the means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract with the Maintenance Department or its designee.

3.2 Sites

The contractor will perform the PM Chiller services as described herein to the CCPS that is currently operating under its manufactured equipment. not limited to:
SEE ATTACHED LIST OF SITE ATTACHMENT A

3.3 PM Schedule

- a. The contractor shall perform the annual and semi-annual inspections per the Manufacturer/Factory Chiller Maintenance Program to protect the validity of the equipment's warranty. The following is a sample of the services expected, and may not be all-inclusive. The list of services is not intended to negate any of the services included in the manufacturer's program. The contractor will perform HVAC Chiller PM services as described herein and shall develop and coordinate with the HVAC Supervisor an appropriate schedule of services. The HVAC Chiller Program will consist of services provided to air-cooled and water-cooled machines, and include but not be limited to:

- i. Initial Annual Inspections (commencing in July each year or as directed by CCPS)
- ii. Mid-Season Running Inspection (performed approximately six (6) months after the initial inspection each year)

b. Air-Cooled Machines - Initial Annual Inspection

The annual inspection shall include but not be limited to:

i. General Services

1. Check and record refrigerant level(s)
2. Inspect for leaks
3. Calculate any refrigerant loss
4. Repair minor leaks (i.e., valve packing)
5. Brush clean condenser tubes, including head removal and replacement
6. Inspect vane(s) operation
7. Verify correct flow through the machine

ii. Controls and Safeties

1. Verify all settings in Control Panel
2. Inspect control panel for cleanliness
3. Inspect wiring for discoloration and other signs of overheating
4. Check wire connections for tightness
5. Verify operation of indicator lights, displays, and alarms
6. Verify operation of all safety devices
7. Calibrate all devices and record settings

iii. Lubrication System

1. Take oil sample for spectroscopy analysis
2. Check the oil for acid content and color
3. Measure and record oil pump voltage and amperage
4. Verify operation of the oil heater
5. Replace all filters (if included in Manufacturer's Program recommendations)
6. Verify oil level

iv. Motor and Starter

1. Clean starter and cabinet,
2. Inspect wiring for discoloration and other signs of overheating
3. Inspect contactor for wear and verify smooth free operation
4. Check the tightness of all motor terminal connections
5. Meg motor and record readings
6. Verify operation of all electrical interlocks

c. Air-Cooled Machines – Mid-Season Running Inspection

The annual RUNNING inspection shall include but not be limited to:

i. Running Inspection Services

1. Check general operation of the machine
2. Log operating temperatures, pressures, voltages
3. Check operation of the purge unit
4. Check operation of control circuits
5. Check operation of the lubrication system
6. Check operation of motor starter
7. Analyze data and compare to original design conditions
8. Review operating procedures with operating personnel
9. Provide a written report of completed work and indicate any uncorrected deficiencies

d. Water-Cooled Machines - Initial Annual Inspection

The contractor shall provide an annual inspection each year in July (or as instructed by CCPS) for all water-cooled machines. The annual inspection shall include but not be limited to:

i. General Assembly

1. Leak-test the chiller and report results
2. Check and record refrigerant level
3. Inspect for leaks and report results
4. Calculate any refrigerant loss to CCPS
5. Repair minor leaks such as valve packing
6. Brush clean condenser tubes including head removal and replacement
7. Verify correct flow through the machine

ii. **Controls and Safeties**

1. Verify all settings in Control Panel
2. Inspect control panel for cleanliness
3. Inspect wiring for discoloration and other signs of overheating
4. Check wire connections for tightness
5. Verify operation of indicator lights, displays, and alarms
6. Verify operation of all safety devices
7. Calibrate all devices and record settings

iii. **Lubrication System**

1. Take oil sample for spectroscopy analysis
2. Check the oil for acid content and color
3. Measure and record oil pump voltage and amperage
4. Verify operation of the oil heater
5. Replace all filters (if included in Manufacturer's Program recommendations)
6. Verify oil level

iv. **Motor and Starter**

1. Clean starter and cabinet
2. Inspect wiring for discoloration and other signs of overheating
3. Inspect contactor for wear and verify smooth free operation
4. Check the tightness of all motor terminal connections
5. Meg motor and record readings
6. Verify operation of all electrical interlocks

v. **Purge Services**

1. Check purge unit controls
2. Clean purge drum as required
3. Clean condenser coils
4. Clean strainers and replace filters as per manufacturers maintenance recommendations
5. Check purge for proper operation

e. **Water-Cooled Machines – Mid-Season Running Inspection**

The annual RUNNING inspection shall include but not be limited to:

i. **Running Inspection Services**

1. Check general operation of the machine
2. Log operating temperatures, pressures, voltages
3. Check operation of the purge unit
4. Check operation of control circuits
5. Check operation of the lubrication system
6. Check operation of motor starter
7. Analyze data and compare to original design conditions
8. Review operating procedures with operating personnel
9. Provide a written report of completed work and indicate any uncorrected deficiencies

f. **Eddy Current Testing (As Required)**

The contractor shall provide Eddy Current Testing services as required and scheduled by the Maintenance Department for any unit at any time during the year. When ordered, the Eddy Current test is to be performed on all tubes in both the condenser bundle and the evaporator bundle of all water-cooled chillers. Testing shall include the removal of one head per bundle and brush clean every tube before testing. All Eddy

Current tests must be performed in the presence of the HVAC Supervisor and/or CCPS designee. A report based on the test results and recommendations shall be submitted to CCPS.

- g. After completion of any project and/or each site/school, services, and/or work, the contractor shall e-mail or CCPS Maintenance Department and/or its designee that: "Project/site/services XXXXX has been completed", within five (5) business days of the work being completed. Failure to do so or continual non-compliance will result in the termination of the contract.

3.4 Contractor Availability

- a. CCPS intends to have services performed after hours or during low occupancy times, therefore, the Contractor shall be available to perform all services at any time. Whenever possible, PM scheduled and/or other services will be scheduled during non-student contact days during standard business hours, Monday through Friday, 7:00 a.m. to 5:00 p.m.

The contractor shall be aware, however, that services may be performed outside of these standard times to reduce student interference and may include night and weekend schedules as well as during holiday breaks, when building occupancy is minimal.

- b. The Maintenance Department may work with the Contractor on the potential schedule of services for each project that shall be strictly adhered to. Any changes to a schedule may be permitted with the knowledge of the Maintenance Department and Site. Any questions, concerns, or problems that arise during the contract should be immediately directed to the Maintenance Department or designee.
- c. The contractor shall inform the site Facility Manager of the schedule and dates of services. A list of the site Facility Manager's contact numbers and e-mail addresses may be provided to the contractor upon approval of the Agreement. This will ensure access to all areas of the project and provide the Facility Manager with knowledge of the Contractor's whereabouts on campuses.
- d. All scheduled services shall be performed as described and scheduled. Additional work or services shall be performed per the agreed-upon time at the time of the work/project. In the event a Contractor cannot complete the work in the time frame required, or perform services as scheduled, CCPS reserves the right to use an alternate contractor(s) as necessary. Continual failure to respond or complete projects as scheduled will result in the termination of the contract.

3.5 Electronic Reports

- a. The contractor will be required to provide a formal written report after each inspection, running inspections, Eddy Testing, and/or other related services. All reports shall list the date of service, site, description of the machine and include a detailed summary of all services performed with a list of any deficiencies, abnormal conditions, and/or recommendations of the Manufacturer. The report shall also include any additional information that may be of general interest to CCPS.
- b. All reports shall be submitted electronically within THREE (3) days of completion of services and submitted to the Contract Administrator, CCPS Maintenance Supervisor, and/or designee. Reports may be e-mailed.

3.6 Repair Response Time

When the contractor is contacted by the Maintenance Department or its designee for any service or reason, it shall respond to initial contact within twenty-four (24) hours and/or one (1) business day to CCPS's request. The request may be in the form of an e-mail or phone call. Failure to respond may be cause for CCPS to use alternate Contractor(s). Continued failure to respond will result in the termination of the contract.

3.7 Repair Services / Estimates

- a. The contractor will submit in its reports a description of any services rendered, including start-up reports, warranty reports, or general service reports including but not limited to repairs it recommends or that may

be necessary for CCPS to perform on any of its equipment. The contractor agrees not to repair without prior approval by the CCPS Maintenance Supervisor and/or the issuance of a valid purchase order for the repair.

- b. At the request of CCPS, the Contractor will provide estimates on estimated repairs or projects. At the time of the request, an authorized CCPS representative will contact the Contractor and give a detailed description and further specifications of the project at hand. The contractor shall provide written, "not to exceed" estimates on all services as directed by the Maintenance Department designee. Contractor(s) should familiarize themselves with the extent of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. The contractor may visit the site to gain further knowledge of the scope of work if necessary. Estimates shall be given per all pricing under this Agreement and should include a timeframe of when the project may commence and the number of days until completion.
- c. CCPS shall contact Contractor(s) to supply an estimate. The contractor shall respond within twenty-four (24) hours (email or phone contact) or one (1) business day. After the initial contact by CCPS and response from the Contractor, a meeting may take place before the estimate being submitted. A meeting should be scheduled within two (2) days from the original response. Written estimates shall be provided within three (3) business days of either the initial contact or any meeting unless otherwise agreed to by the Maintenance Department. It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates and to respond accordingly to CCPS. Estimates shall be submitted broken down per rates under this Agreement.
- d. Estimates on projects may be utilized to determine if projects are cost-effective and fiscally allowable by CCPS. The contractor may expect to submit estimates that may be changed, altered, or rejected. When an estimate has been approved, a purchase order will be issued an authorization to commence the project will be given by the Maintenance Department's designee. No work shall commence without a purchase order and CCPS authorization.
- e. Estimates are to be considered a part of doing business with CCPS and will be provided at "no-cost".
- f. In emergencies, no estimate will be required; however, the contractor(s) should be able to discuss verbally the estimate of the work with the Maintenance Department.

3.8 Pricing & Rates

- a. All PM services, repairs and related services performed under this contract shall be at the rates as listed in Attachment B – Pricing Sheet.
- b. Pricing shall be firm for the duration of the contract term and/or reviewed at renewal periods, as necessary. Any changes at renewals must be agreed to by both Parties.

Attachment B – Pricing Sheet

The rates below are to provide HVAC Chiller PM services, labor, and materials for Collier County Public Schools. All pricing shall be firm for the duration of the agreement.

A. Preventative Maintenance – Services

#	Description of Item	Units	Model	Annual Cost
1	Barron Collier High	2	(2) CVHE050 WC Centrifugal	\$7,696.00
2	Bethune Workforce CTR	1	(1) CGAM130 AC Scroll	1,476.00
3	Calusa Park Elementary	2	(2) RTAC185 AC Screw	4,536.00
4	East Naples Middle	2	(2) RTAE Stealth Chillers	4,536.00
5	Estates Elementary	2	(2) RTAC185 AC Screw	4,536.00
6	Golden Gate High	3	(1) CVHE032 (2) CVHF055 WC Centrifugal	11,541.00
7	Golden Gate Middle	2	(2) CVHE045 WC Centrifugal	7,696.00
8	Gulf Coast High	3	(3) CVHE WC Centrifugal	11,541.00
9	Professional Dev. Center (@GVM)	2	(2) CGAM AC Scroll	4,536.00
10	Highlands Elementary	2	(2) ACR250 Air-cooled	4,536.00
11	Immokalee High	1	(1) CGAM110	Included
12	Immokalee High	2	(2) Centrifugal	9,171.00
13	Immokalee Middle	2	(2) RTAC250 AC Screw	4,536.00
14	Lake Park Elementary	2	(2) RTAC123	4,536.00
15	Lake Trafford Elementary	2	(2) TRAC275	5,684.00
16	Lely Elementary	2	(2) ACRA180 Air-cooled	4,536.00
17	Lely High	2	(2) CVHE050 WC Centrifugal	7,696.00
18	Manatee Elementary & Middle	2	(2) RTAC400 AC Screw	5,684.00
19	Dr. Martin Luther King, Jr. Administrative Center	2	(2) CVHE050 WC Centrifugal	7,696.00
20	Naples High	2	(2) CVHF057 WC Centrifugal	7,696.00
21	North Naples Middle	2	(2) RTAE Stealth	4,536.00
22	Oakridge Middle	2	(2) ACRB250	4,536.00
23	Palmetto Ridge High	3	(2) CVHF055 (1) CVHE032 WC Centrifugal	11,541.00
24	Tommie Barfield Elementary	2	(2) RTAC155 AC Screw	4,536.00
25	Veterans Memorial Elementary	3	(3) RTAA/C	6,805.00
26	Village Oaks Elementary	2	(2) RTAC250	4,536.00
Total		54		\$156,355.00

B. Labor Rates

escription	Straight	OT*	
Mechanical	\$143.00	TBD	Hourly
Chiller Mechanic	143.00	TBD	Hourly
Controls Technician	143.00	TBD	Hourly

**Straight time will be m-F 7 am to 5 pm. OT Hours may be charged outside of straight time. No OT shall be charged without the written permission of CCPS.*

C. Additional Rates

Description	%
Parts Mark-up	25%
Sub-Contractor's % Mark-up	25%

All rates are firm for the duration of the contract.

Attachment C – Site Information

#	Description of Item	Units	Address
1	Barron Collier High	2	5600 Cougar Dr, Naples, FL 34109
2	Bethune Workforce CTR	1	620 South 5 th Street, Immokalee, FL 34142
3	Calusa Park Elementary	2	4600 Santa Barbara Blvd, Naples, FL 34104
4	East Naples Middle	2	4100 Estey Avenue, Naples, FL 34104
5	Estates Elementary	2	5945 Everglades Blvd N, Naples, FL 34120
6	Golden Gate High	3	2925 Titan Way, Naples, FL 34116
7	Golden Gate Middle	2	2701 48 th Terrace SW, Naples, FL 34116
8	Gulf Coast High	3	7878 Shark Way, Naples, FL 34119
9	Professional Dev. Center (@GVM)	2	255 6 th St S, Naples, FL 34102
10	Highlands Elementary	2	1101 Lake Trafford Rd, Immokalee, FL 34142
11	Immokalee High	1	701 Immokalee Dr, Immokalee, FL 34142
12	Immokalee High	2	701 Immokalee Dr, Immokalee, FL 34142
13	Immokalee Middle	2	401 9 th St, Immokalee, FL 34142
14	Lake Park Elementary	2	1295 14 th Ave N, Naples, FL 34102
15	Lake Trafford Elementary	2	3500 Lake Trafford Rd, Immokalee, FL 34142
16	Lely Elementary	2	8125 Lely Cultural Pkwy, Naples, FL 34113
17	Lely High	2	1 Lely High School Blvd, Naples, FL 34113
18	Manatee Elementary & Middle	2	1880 Manatee Rd, Naples, FL 34114
19	Dr. Martin Luther King, Jr. Administrative Center	2	5775 Osceola Trail, Naples, FL 34109
20	Naples High	2	1100 Golden Eagle Circle, Naples, FL 34102
21	North Naples Middle	2	16165 Learning Lane, Naples, FL 34110
22	Oakridge Middle	2	14975 Collier Blvd, Naples, FL 34119
23	Palmetto Ridge High	3	1655 Victory Lane, Naples, FL 34120
24	Tommie Barfield Elementary	2	101 Kirkwood St, Marco Island, FL 34145
25	Veterans Memorial Elementary	2	15960 Veterans Memorial Blvd, Naples, FL 34110
26	Village Oaks Elementary	2	1601 SR 29, Immokalee, FL 34142

Exhibit 1 - Conflict of Interest Statement

Bidder shall complete Exhibit A – "Conflict of Interest Statement" attached hereto and submit with the bid.

I hereby certify that:

I, Michael Rolfes, am the Area General Manager
(Printed name) (Title)

and the duly authorized representative of the firm of Trane US
(Name of Firm)

whose address is 902 N. Himes Avenue Tampa FL 33609

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Collier County Public Schools¹.

AND/OR

- III. Any other company owner, officer, director, employee, or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

1 - Please include the Collier County Public School department/site when listing a CCPS employee.

The above information is true and correct to the best of my knowledge.

Signature

Michael Rolfes

Printed Name

State of: Florida

County of: Hillsborough

Subscribed and sworn to before me this 28th day of March, in the year 2022

by Michael Rolfes who is personally known to me or has produced _____ as identification.

Date

Trane

Organization Name



(Seal)

GILLIAN ALEXANDER
Notary Public
State of Florida
Comm# HH229752
Expires 2/16/2026

NOTARY PUBLIC, signature

Gillian Alexander
PRINTED NAME

Commission#: HH229752

Commission expires: 2/16/2026

Exhibit 2 - Affidavit Concerning Illegal Aliens

The undersigned deposes and states that Trane U.S. Inc. (Organization Name) complies with the provisions of Section 274A of the Immigration and Nationality Act; that Trane U.S. Inc. (Organization Name) substantiates that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the provisions of federal and state laws and will maintain such throughout the life of this contract. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

Signature

Michael Rolfes

Printed Name

Regional General Manager

Title

3/28/22

Date

Trane

Organization Name

902 N. Himes Ave. Tampa FL 33609

Address, City & State

State of:

Florida

County of:

HillsboroughSubscribed and sworn to before me this 28th day of March, in the year 2022by Michael Rolfes who is personally known to me or has produced _____ as identification.

GILLIAN ALEXANDER
Notary Public
State of Florida
Comm# HH229752
Expires 2/16/2026

(Seal)

NOTARY PUBLIC, signature

Gillian Alexander

PRINTED NAME

Commission#: HH229752Commission expires: 2/16/2026

Exhibit 3 - Debarment Form

CERTIFICATION REGARDING, DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 - 19211).

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: 3/20/22

Organization Name: Trane

Names & Titles of Authorized Representative(s):

Signature: Michael Rolles

Michael Rolles Area General Manager
Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

State of: Florida

County of: Hillsborough

Subscribed and sworn to before me this 28th day of March, in the year 2022

by Michael Rolles who is personally known to me or has produced _____
as identification.



(Seal)

Gillian Alexander
NOTARY PUBLIC, signature

Gillian Alexander
PRINTED NAME

Commission#: HH229752

Commission expires: 2/16/2026

Exhibit 3 - Debarment Form Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein per these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this Exhibit without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit 4 - Drug-Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal concerning price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above drug-free workplace requirements.

Michael Rolfes
 Signature
Michael Rolfes
 Printed Name
Area General Manager
 Title

3/28/22
 Date
Trane
 Organization Name
902 N. Himes Ave. Tampa FL 33609
 Address, City & State

Gillian Alexander 3/28/2022



GILLIAN ALEXANDER
 Notary Public
 State of Florida
 Comm# HH229752
 Expires 2/16/2026

Exhibit 5 - JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following after they have received notification of their award, however, this statement must be completed and returned with ITB. Please note that procedures and policies may change without notification.

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders, or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract, etc... to the Legal Department before the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth, and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee**, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. The contractor with currently issued State badges, commencing work with CCPS, shall complete the necessary paperwork and submit it to CCPS Human Resource Department.
6. The vendor shall notify CCPS when any individual has left their company or been terminated.
7. The use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to ensure they meet all badging requirements.

*Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all State and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand, and will comply with the Vendor/Contractor Responsibilities as listed above.

Michael Rolles
Signature

Michael Rolles
Printed Name

Area General Manager
Title

3/29/22
Date

Trane
Organization Name

902 N. Himes Ave. Tampa FL 33609
Address, City & State

****All pricing subject to change without notification.**

Gillian Alexander 3/28/2022



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Expires 2/16/2026