



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: TCC Central Utility Plant - Building No. 28 – Main Smardt Chiller 1 Replacement

Item Description

This item requests approval of the attached proposal for the replacement of the main Smardt Chiller 1 (CH1), located in the Central Utility Plant (CUP) Building No. 28 on TCC's Main Campus.

Overview and Background

The main Smardt Centrifugal Water Chiller 1, located in the Central Utility Plant Bldg#28, is in need of replacement. The attached Turnkey Proposal no. 7664346 in the amount of \$820,400.09 has been received from TRANE and is recommended for all labor and materials for Turnkey replacement of a new Main Smardt Chiller 1 (CH1) in the Central Utility Plant - Building No. 28.

The attached budget/estimate is being provided according to the pricing established under the Co-op Quote Number: H7-183136-24-002, Co-op/Federal Contract ID: OMNIA Racine #3341.

Funding/ Financial Implications

This project will be funded from State and Local College funds.

Past Actions by the Board

None

Recommended Action

Approve the attached proposal no. 7664346 from TRANE as presented.



Trane Turnkey Proposal



Turnkey Proposal For:

Don Herr
Tallahassee Community Colg
ATTN FACILITIES 444 APPELYARD DRIV
Tallahassee, FL 32304-3230

Local Trane Office:

Trane U.S. Inc.
109 Hamilton Park Drive, Suite 1
Tallahassee, FL 32304

Local Trane Representative:

Mike Cunniff
Account Manager
E-mail: mike.cunniff@trane.com
Cell: (850) 294-3112
Office Phone: (850) 574-1726

Proposal ID: 7664346

COOP Quote Number: H7-183136-24-002

COOP or Federal Contract ID: OMNIA
Racine #3341

Date: April 5, 2024



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Tallahassee Community College reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Tallahassee Community College to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Tallahassee Community College should expect from this project are highlighted below.

- Excellent Energy Efficiency
- Improved Reliability
- Reduced maintenance/operating costs
- Environmentally friendly refrigerants with low global warming potential
- Factory 10-year warranty

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$820,400.09 USD. This investment will provide Tallahassee Community College with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Tallahassee Community College for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Mike Cunniff
Account Manager , Trane U.S. Inc.

Prepared For: Don Herr	Date: April 5, 2024
Job Name: TCC CH1 Replacement	Proposal ID: 7664346
Delivery Terms: Freight Allowed and Prepaid – F.O.B. Factory	Payment Terms: Net 30
State Contractor License Number: CAC023485	Proposal Expiration Date: 30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Don Herr and based on the site surveys performed on MM/DD/YYYY.

Tag Data - Centrifugal Water Chiller (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CTV-1	1	CVHE/F/G R-514A 510 Ton (CTV)	CVHF048

Product Data - Centrifugal Water Chiller

Item: A1 Qty: 1 Tag(s): CTV-1

Standard ship cycle CVHF with customer witness test or wi/AFDU AFD
 North America region
 Centrifugal liquid chiller with 2 stage compressor
 Compressor size: 485 nominal tons
510-ton Actual cooling capacity
.5387 kw/ton full load efficiency at site conditions (854 gpm evap, 1500 gpm cond)
.3388 NPLV part-load efficiency at site conditions (854 gpm evap, 1500 gpm cond)
 Adaptiview controls
 Incoming line hertz: 60
 Compressor motor hertz: 60.
 Incoming line voltage: 460 volt
 Compressor motor voltage: 460 volt 3 phase
 Startup Included - Trane Service must start equipment for warranty to be honored
 Motor frame size: 440E
 Compressor impeller cutback
 Standard cooling
 Evaporator shell size: 080 long
 Evaporator bundle size: 1050 nominal tons
 Evaporator tubes: 1.00 inch (25.4 mm) dia. micro intl enhanced cu low press tbg
 Evaporator tube wall: .025 inch (0.6 mm) thick
 Evaporator fluid type: Water
 Evaporator waterbox type: Non-marine
 Evaporator waterbox construction: Standard
 Evaporator water box passes: Three pass
 Evaporator waterbox pressure: 150 psig (1034 kPa)
 Welded raised face flange connection evaporator
 Evap waterbox arrangement: in RH end - out LH end
 Thermal dispersion flow switch (IFM) - Field Installed (Field Installed)
 Condenser shell size: 080 long
 Condenser bundle size: 800 nominal tons
 Condenser tube: 0.75 inch (19.1 mm) internally enhanced copper
 Condenser tube wall: .028 inch (0.7 mm) thick
 Condenser shell construction: Standard

Condenser fluid type: Water
Without condenser variable flow
Condenser waterbox type: non-marine
Condenser waterbox construction: Standard
Condenser water box passes: Two pass
Condenser waterbox pressure: 150 psig (1034 kPa)
Welded raised face flange connection condenser
Condenser waterbox arrangement: in LH end - out LH end
Standard tube sheet construction
Thermal dispersion flow switch (IFM) - Field Installed (Field Installed)
Orifice size: 710 nominal tons
Factory Customer Witness
Agency listing: U.L. / CUL listed
Factory performance test: Customer witnessed & three part-load points
Factory testing includes airfare, hotel, meals and ground transportation for up to two customer representatives.
Selection tolerance: Standard - AHRI Std. 550/590
AHRI condenser relief unloading
Brass logo with customer specified engraving (customer witness test)
Factory testable - yes
Shipping package: Domestic without skid
Liquidated damages delivery: No
Liquidated damages performance: NO
Certified
Complies with ASHRAE 90.1 - 2007
Complies with ASHRAE 90.1 - 2007 Addendum M
Complies with ASHRAE 90.1 - 2010
Complies with ASHRAE 90.1 - 2013
Operating Status
Complies with ASHRAE 90.1 - 2016
Extended Operation
Enhanced flow mgt package <=365 psi
Condenser refrigerant pressure
BACnet
With enhanced protection
R514 Refrigerant
Trane Supplied Refrigerant
Refrigerant Cooled AFD
Unit mounted refrigerant cooled adaptive frequency drive
Adaptive frequency drive maximum RLA: 405 amps
Starter power connection: Circuit breaker
Standard enclosure - Nema 1
10-year factory warranty – whole unit including AFD – Includes parts, labor & refrigerant

Turnkey Installation of HVAC Equipment

- Trane will install the new 510-ton centrifugal water-cooled chiller model CVHF048 - CH1
- Lockout/tagout
- Isolate & disconnect chiller
- Properly demo & dispose of existing
- Properly remove & dispose of unused pumps at old CH2 pad

- Extend existing concrete housekeeping pad
- Remove and reconnect electrical
- Remove & reconnect chilled water piping
- Remove & reconnect DDC Controls (re-use existing Siemens chiller controls with new Bacnet point mapping)
- Set new Trane Centravac chiller tagged CH1
- Field insulate new chiller with 1.5" at evaporator barrel and all cold surfaces.
- Provide crane as needed for setting/removing CH1
- Factory start-up
- Pre & Post Test & balance of chiller with report
- 1 year construction warranty
- Permit for Service Change-out through TCC
- 10-year factory in-warranty scheduled maintenance- includes 30 quarterly inspections, 10 annual services and 10 annual condenser tube brushings. Also includes 10 annual oil filter changes and 10 purge filter/drier changes.



Pricing and Acceptance

Don Herr
Tallahassee Community Colg
ATTN FACILITIES 444 APPELYARD DRIV
Tallahassee, FL 32304-3230

Site Address:
TCC CUP
444 Appleyard Dr
Tallahassee, FL 32304

Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....\$820,400.09 USD

Clarifications:

- Trane will re-use existing pumps and associated flow rates (854 gpm evap, 1500 gpm cond)
- Excludes water treatment
- Excludes Refrigerant Monitor, ASHRAE 15 & Ventilation requirements – existing Siemens system (please verify with Siemens proper operation for use with R123 & R-514a Refrigerant)
- Excludes any work associated with fire protection/fire alarm

Respectfully submitted,

Mike Cunniff
Account Manager
Trane U.S. Inc.
E-mail: mike.cunniff@trane.com
Office Phone: (850) 574-1726



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Mike Cunniff	Cell: (850) 294-3112 Office: (850) 574-1726 Proposal Date: March 27, 2024
CUSTOMER ACCEPTANCE Tallahassee Community Colg	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CAC023485

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY).** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: TCC Public Housing Building No. 15 - 100% OAU – WEST Unit

Item Description

This item requests approval of the attached proposal to install a new WEST Outdoor Air Unit (OAU) with energy recovery at the Florida Public Safety Institute (FPSI), Housing Building No. 15.

Overview and Background

The Florida Public Safety Institute (FPSI), Site 3 Campus, Housing Building No. 15 HVAC is in need of replacement and consists of an East and West unit. The EAST unit was previously approved by the Board at the February 19, 2024 meeting, under proposal id 7413162. The new attached Turnkey Proposal no. 7413162B in the amount of \$333,893.68 has been received from TRANE and is recommended for all labor and materials for Turnkey installation of the new WEST Outdoor Air Unit with energy recovery at the FPSI Housing Building No. 15.

The attached budget/estimate is being provided according to the pricing established under the Co-op Quote Number: H2-183136-23-008, Co-op/Federal Contract ID: OMNIA Racine #3341.

Funding/ Financial Implications

This project will be funded from Local College funds.

Past Actions by the Board

None

Recommended Action

Approve the attached proposal no. 7413162B from TRANE as presented.



Trane Turnkey Proposal



Turnkey Proposal For:

Don Herr
Tallahassee Community College
ATTN FACILITIES
444 APPELYARD DRIV
Tallahassee, FL 32304-3230

Local Trane Office:

Trane U.S. Inc.
109 Hamilton Park Drive, Suite 1
Tallahassee, FL 32304

Local Trane Representative:

Mike Cunniff
Account Manager
E-mail: mike.cunniff@trane.com
Cell: (850) 294-3112
Office Phone: (850) 574-1726

Proposal ID: 7413162B

COOP Quote Number: H2-183136-23-008

COOP or Federal Contract ID: OMNIA
Racine #3341

Date: May 3, 2024



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Tallahassee Community College reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Tallahassee Community College to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Tallahassee Community College should expect from this project are highlighted below.

- Improve building environmental health & safety
- Increase student/guest comfort
- Improve system reliability and address deferred maintenance of this unit
- Reduces operational costs
- Eliminate HCFC Refrigerant R-22

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$333,893.68 USD. This investment will provide Tallahassee Community College with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Tallahassee Community College for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Mike Cunniff
Account Manager , Trane U.S. Inc.

Prepared For: Don Herr Job Name: TCC Public Safety Dorm 100% OAU – West Unit Delivery Terms: Freight Allowed and Prepaid – F.O.B. Factory State Contractor License Number: CAC023485	Date: May 3, 2024 Proposal ID: 7413162B Payment Terms: Net 30 Proposal Expiration Date: 30 Days
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Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Don Herr and based on the site surveys performed in September 2023

New 100% OA unit with energy recovery – WEST UNIT ONLY

Trane will furnish (1) new Valent model VXE100% OA unit with energy recovery (UL/cUL 1995)
 208/3/60 - 175-amp MOP
 7000 cfm outside air, 5800 cfm exhaust air
 Nominal 35-ton cooling capacity
 Energy recovery wheel
 Inverter scroll compressor on 1st stage
 Hot gas re-heat
 EC Condenser fan motors
 Modulating indirect gas fired furnace with 4:1 turndown (600 MBH input/480 MBH Output)
 2” double wall construction with foam injected insulation
 Painted exterior – Concrete Gray
 Stainless steel drain pan
 Direct drive BI plenum fans with factory provided VFDs
 Weather hood for intake & exhaust
 2” MERV 8 pleated filters for supply & exhaust
 Phase & brown out protection
 Branch circuit fusing
 High- & low-pressure safety cut-outs
 Microprocessor controller
 BACnet NSTP communication card
 120-volt convenience outlet
 Unit mounted disconnect
 Hail guards
 Condensate overflow switch
 5-year factory parts only warranty
 5-year in-warranty scheduled maintenance – 5 annual services with coil & ERV wheel cleaning, 15 quarterly inspections, 20 quarterly filter changes, 20 inspection logs

Turnkey installation of HVAC Equipment – WEST UNIT ONLY

Trane will furnish and install (1) new Valent 100% OA Unit with energy recovery for service replacement

Trane will turn off power to the existing unit and install a lock-out tag-out device

Trane will disconnect power from the existing unit

Trane will disconnect supply & exhaust ductwork and shroud

Trane will disconnect gas piping to the existing unit

Trane will provide a crane for lifting/setting of equipment

Trane will dispose of the existing McQuay unit and refrigerant

Trane will supply and install new adapter flashing at existing foundation

Trane will set the new unit on the modified foundation

Trane will reconfigure/reconnect supply & exhaust ductwork and shroud

Trane will reconfigure/reconnect piping

Trane will reconfigure/reconnect power wiring to the new unit

Trane will coordinate with Siemens on the new control connection (DDC controls by Owner/Siemens)

Trane will start-up the new unit and verify operation

All work to comply with local code

Includes permits and inspections

Includes a 1-year construction warranty



Pricing and Acceptance

Don Herr
Tallahassee Community College
ATTN FACILITIES
444 APPELYARD DRIV
Tallahassee, FL 32304-3230

Site Address:
Florida Public Safety Institute FPSI
85 Academy Dr
Havana, FL 32333

Price

Total Net Price.....\$333,893.68 USD

Financial items not included

- DDC Controls external to the unit (By TCC/Siemens)
- Any work not normally associated with the air conditioning contractor such as fire alarm, plumbing, landscaping, etc.)
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Mike Cunniff
Account Manager
Trane U.S. Inc.
E-mail: mike.cunniff@trane.com
Cellphone: (850) 294-3112



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Mike Cunniff	Cell: (850) 294-3112 Office: (850) 574-1726 Proposal Date: May 3, 2024
CUSTOMER ACCEPTANCE Tallahassee Community College	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CAC023485

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company’s Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous

Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts thereof) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent

required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Architect Invoices

Item Description

This item requests that the Board approve the architect invoices submitted for the month of April 2024.

Overview and Background

The College is under contract with six architectural firms; Architects | Lewis + Whitlock PA, BKJ, Inc. Architecture, Clemons, Rutherford & Associates, Inc., DAG Architects Inc., EMI Architects and Fitzgerald Collaborative Group, LLC to provide architectural and engineering services for projects at all sites and counties. To ensure quality, the six firms will be assigned projects on a rotational basis with standardized hourly fees.

Architects | Lewis + Whitlock, PA - \$26,835.00
BKJ, Inc. Architecture - \$8,575.70
Clemons, Rutherford & Associates, Inc. - \$0.00
DAG Architects, Inc. - \$84,994.67
EMI Architects - \$0.00
Fitzgerald Collaborative Group, LLC - \$12,165.40

Past Actions by the Board

The Board last authorized architect invoices at the April 15, 2024 meeting.

Funding/ Financial Implications

Funds for minor projects and Master Plans are available from the Capital Improvement fees.

Recommended Action

Authorize payment of architectural invoices as presented.



INVOICE NO. 20390.8.1A

TO: Tallahassee Community College Attn: Trey Kimbrel 444 Appleyard Drive Tallahassee, Florida 32304	Page <u>1</u> of <u>1</u> Pages Federal I.D. No: 59-3616761 Purchase Order No: PO-019601 Project Name: CFI Exterior Envelope & Staircase DATE: 4/23/2024
FROM: <u>Architects: Lewis + Whitlock, P.A.</u> 206 W. Virginia St. Tallahassee, Florida 32301	

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

TCC PO# Service Lines	DESCRIPTION	TOTAL FEE	PERCENT COMPLETE	AMOUNT REMAINING	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
Line 1	Owner Requested Revisions to Design	\$26,835.00	100%	\$0.00	\$0.00	\$26,835.00
GRAND TOTALS		\$26,835.00		\$0.00	\$0.00	\$26,835.00
Invoice Total						\$26,835.00

CERTIFIED TRUE AND CORRECT BY:

(Signature of Principal)

Rodney L. Lewis, Principal

(Typed Name and Title)

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32304
 United States of America
 Federal ID: 59-1141270
 Tax Exemption ID: 85-80-125307-72C8



Purchase Order

Purchase Order Number	PO-019601
Purchase Order Date	02/09/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Supplier:
Architects: Lewis + Whitlock, PA 206 W Virginia Street Tallahassee, FL 32301 United States of America

Ship To:
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Comments:
PJ-0423 CFI Exterior Envelope (Walls & Windows) - State DM - Additional A/E Fees Contact: Don.Herr@tcc.fl.edu Invoice: Jenny.Shuler@tcc.fl.edu **REF: TCC RFQ 2022-11 ; Approved at the January 17, 2023 BOT Meeting**

Bill To:
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	26,835.00	0.00	26,835.00

Director of Procurement and Auxiliary Services
 Dustin Frost

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32304
 United States of America
 Federal ID: 59-1141270
 Tax Exemption ID: 85-80-125307-72C8

Purchase Order

Purchase Order Number	PO-019601
Purchase Order Date	02/09/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		<p>Proposal for Additional Services for the TCC – Center for Innovation Exterior Envelope Improvements project. Scope: This effort consists of Owner requested revisions to the design and previously completed documentation for the exterior envelope improvements (with exception of the stair towers) of the TCC Center for Innovation located at 300 W. Pensacola Street. General revisions are expected to include the following:</p> <ol style="list-style-type: none"> 1. Modified attachment details for Lower Level and Plaza Level rain-screen. 2. Removal of rain-screen systems from the design and only recoating of existing EIFS @ 2nd and 3rd floor levels (with exception of west wall). West wall to maintain replacement of existing barrier EIFS with water managed EIFS. 3. Removal of screen / branding systems on East and South facades. 4. Modified fenestration type/ details 5. Modified wall finish details 6. New exterior finish schedule / concept 7. New exterior flashing details 8. Modified extent of canopies at Plaza (and associated lighting) 9. Add electrical outlets at Plaza area <p>Our previous agreement for Bidding and Construction Administration phases will remain as is. Our original team for this effort remains and includes H2 Engineering for Mechanical, Plumbing, Electrical and Fire Protection Engineering efforts and Bliss Nyitray Engineering for Structural Engineering. Specifics per attached Proposal dated February 6, 2024.</p>				26,835.00

Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304
United States of America
Federal ID: 59-1141270
Tax Exemption ID: 85-80-125307-72C8

Purchase Order

Purchase Order Number	PO-019601
Purchase Order Date	02/09/2024
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities

Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.

Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu"

To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.

Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.

INVOICE NO. 6



TO: Tallahassee Community College
 ATTN: Accounts Payable
 444 Appleyard Drive
 Tallahassee, Florida 32304-2895

Page: 1 of 1 Pages

TCC Purchase Order No.: PO-016394

FROM: BKJ Inc. Architecture
 1621 Physicians Drive
 Tallahassee, Florida 32308

Project Name:
Administration Building Lobby/Professional Services
 Date: 4/18/24

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:					
SERVICE	TOTAL FEE	PERCENT COMPLETE	AMOUNT DUE	LESS PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
ADDITIONAL SERVICES					
Existing Conditions	\$1,455.00	100%	\$1,455.00	\$1,455.00	\$0.00
BASIC SERVICES					
Preliminary Schematic Design	\$5,465.00	100%	\$5,465.00	\$5,465.00	\$0.00
Lobby Improvements					
Design Development	\$6,615.00	100%	\$6,615.00	\$6,615.00	\$0.00
100% Construction Documents	\$8,605.00	100%	\$8,605.00	\$8,605.00	\$0.00
Permitting/Bid	\$2,570.00	100%	\$2,570.00	\$2,570.00	\$0.00
Construction Administration	\$9,345.00	100%	\$9,345.00	\$2,803.50	\$6,541.50
ADA Restroom Improvements					
Design Development	\$7,753.50	100%	\$7,753.50	\$7,753.50	\$0.00
100% Construction Documents	\$7,638.50	100%	\$7,638.50	\$7,638.50	\$0.00
Permitting/Bid	\$1,857.00	100%	\$1,857.00	\$1,857.00	\$0.00
Construction Administration	\$2,906.00	100%	\$2,906.00	\$871.80	\$2,034.20
Additional Services (MEP)	\$2,300.00	100%	\$2,300.00	\$2,300.00	\$0.00
Additional Services No. 1- Budget	\$3,315.00	100%	\$3,315.00	\$3,315.00	\$0.00
OTHER PROJECT COST					
Reimbursable Expenses (attached)	\$250.00	92.39%	\$230.97	\$230.97	\$0.00
GRAND TOTALS					
	\$60,075.00		\$60,055.97	\$51,480.27	\$8,575.70
Total due Architect/Engineer					\$8,575.70

Please remit payment to the following address:
BKJ, Inc. Architecture
1621 Physicians Drive
Tallahassee, FL 32308

Thank you for your business. Please do not hesitate to call me if you have any questions. We appreciate the opportunity to provide architectural services to your organization.

CERTIFIED TRUE AND CORRECT BY:



(Signature of Principal)

Bonnie Davenport AIA, President

(Typed Name and Title)

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32304
 United States of America
 Federal ID: 59-1141270
 Tax Exemption ID: 85-80-125307-72C8



Change Order

Purchase Order Number	PO-016394 - 2
Purchase Order Date	10/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Supplier:
BKJ, Inc. 1621 Physicians Drive Tallahassee, FL 32308 United States of America

Ship To:
Tallahassee Community College 444 Appleyard Drive Tallahassee, FL 32304 United States of America

Comments:
PJ-0297 Administration Bldg Lobby/Professional Services - 3D Renderings & Schematic Design Prep Contacts: jim.murdaugh@tcc.fl.edu & Candice.grause@tcc.fl.edu Invoices: Jenny.Shuler@tcc.fl.edu
Change Order No. 2 - Adding new Line 3 in the amount of \$3,315.00 for Add Services#1 as outlined in Proposal dated 03/08/23. NEW PO TOTAL: \$60,075.00
Change Order No. 1 - Adding new Line 2 in the amount of \$49,840.00 for full A/E fees as outlined in Proposal dated December 5, 2022. NEW PO TOTAL: \$56,760.00
REF: TCC RFQ 2022-11 Recommendation for Architectural Services; Approved at 1/17/23 BOT Meeting
REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting

Bill To:
Tallahassee Community College ATTN: Accounts Payable 444 Appleyard Drive Tallahassee, FL 32304-2895 United States of America (850) 201-8525

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	60,075.00	0.00	60,075.00

Director of Procurement and Auxiliary Services
 Dustin Frost

Tallahassee Community College
 444 Appleyard Drive
 Tallahassee, FL 32304
 United States of America
 Federal ID: 59-1141270
 Tax Exemption ID: 85-80-125307-72C8

Change Order

Purchase Order Number	PO-016394 - 2
Purchase Order Date	10/06/2022
Payment Terms	Net 30
Requestor	Jenny Shuler
Phone Number	(850) 201-6200

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		Proposal for the preparation of the schematic design drawings and 3D renderings of the proposed improvements to the lobby in the Administration building#27 at the Tallahassee Community College Main Campus Site 1, located at 444 Appleyard Drive, Tallahassee, FL 32304. Scope and specifications per attached proposal dated September 29, 2022.				6,920.00
2		Proposal for the full Architectural/Engineering (A/E) services from design development through construction administration services for the proposed improvements to the lobby in the Administration building#27. Specifics per attached proposal dated December 5, 2022. **REF: TCC RFQ 2020-02 Recommendation for Architectural Services; Approved at 2/17/20 BOT Meeting**				49,840.00
3		Additional Services #1 to develop an opinion of probable cost for the design development phase drawings. Specifics per attached proposal dated 03/08/23.				3,315.00

Messages
<p>Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status in its programs and activities</p> <p>Verification of Employment: PER FLORIDA STATUTE 448.095, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.</p> <p>Please send all Invoices to Accounts Payable - "AcctPay@tcc.fl.edu" To ensure timely payments, TCC requires the College's purchase order number to be included on all invoices submitted for payment.</p> <p>Any questions related to payment of supplier invoices should be directed to the TCC Accounts Payable Office at (850) 201-8565.</p>



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21114_0324
 Date 03/31/2024
 Project 21114 FPSI MASTERPLANNING

Professional Architectural Services

PO-014772

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,825.00	100.00	1,825.00	1,825.00	0.00
Task 2 - Executive Summary	59,130.00	46.56	11,305.00	27,530.00	16,225.00
Task 3 - Existing Conditions	41,890.00	61.15	8,842.50	25,617.50	16,775.00
Task 4 - Planning Elements	86,328.00	47.24	40,785.00	40,785.00	0.00
Task 5 - Decision Themes	16,985.00	100.00	16,985.00	16,985.00	0.00
Task 6 - Master Plan & Graphics	30,825.00	64.74	19,957.50	19,957.50	0.00
Task 7 - Conclusion	1,815.00	83.33	1,512.50	1,512.50	0.00
Total	238,798.00	56.20	101,212.50	134,212.50	33,000.00

Invoice total **33,000.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21114_0224	02/29/2024	10,725.00		10,725.00			
21114_0324	03/31/2024	33,000.00	33,000.00				
	Total	43,725.00	33,000.00	10,725.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21094_0324
 Date 03/31/2024
 Project 21094 WEI MASTER PLAN UPDATE

Professional Architectural Services

PHASE 1 - Site 6 (WEI)
 PO-014617

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,500.00	0.00	0.00	0.00	0.00
Task 2 - Executive Summary	69,400.00	16.17	11,225.00	11,225.00	0.00
Task 3 - Existing Conditions	54,500.00	40.00	19,600.00	21,800.00	2,200.00
Task 4 - Planning Elements	164,500.00	83.13	135,642.75	136,742.75	1,100.00
Task 5 - Decision Themes	31,600.00	78.61	7,173.75	24,841.25	17,667.50
Task 6 - Master Plan & Graphics	39,900.00	100.00	39,860.00	39,900.00	40.00
Task 7 - Conclusion	1,933.00	0.00	0.00	0.00	0.00
Total	363,333.00	64.54	213,501.50	234,509.00	21,007.50

Invoice total **21,007.50**

Agging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21094_0224	02/29/2024	4,865.00		4,865.00			
21094_0324	03/31/2024	21,007.50	21,007.50				
	Total	25,872.50	21,007.50	4,865.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21114_0424
 Date 04/30/2024
 Project 21114 FPSI MASTERPLANNING

Professional Architectural Services

PO-014772

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,825.00	100.00	1,825.00	1,825.00	0.00
Task 2 - Executive Summary	59,130.00	46.56	27,530.00	27,530.00	0.00
Task 3 - Existing Conditions	41,890.00	61.15	25,617.50	25,617.50	0.00
Task 4 - Planning Elements	86,328.00	56.00	40,785.00	48,347.50	7,562.50
Task 5 - Decision Themes	16,985.00	100.00	16,985.00	16,985.00	0.00
Task 6 - Master Plan & Graphics	30,825.00	64.74	19,957.50	19,957.50	0.00
Task 7 - Conclusion	1,815.00	83.33	1,512.50	1,512.50	0.00
Total	238,798.00	59.37	134,212.50	141,775.00	7,562.50

Invoice total **7,562.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21114_0324	03/31/2024	33,000.00		33,000.00			
21114_0424	04/30/2024	7,562.50	7,562.50				
	Total	40,562.50	7,562.50	33,000.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 23007_0324
 Date 03/31/2024
 Project 23007 TCC MAIN CAMPUS AP BLDG
 DENTAL LAB

Professional Architectural Services

PO-017136

Description	Contract Amount	Prior Billed	Percent Complete	Remaining	Current Billed
Schematic Design	10,487.25	10,487.25	100.00	0.00	0.00
Design Development	13,983.00	13,983.00	100.00	0.00	0.00
Construction Documents	24,470.25	24,470.25	100.00	0.00	0.00
Bidding & Negotiations	3,495.75	3,495.75	100.00	0.00	0.00
Construction Administration	17,478.75	10,487.67	80.00	3,495.33	3,495.75
Total	69,915.00	62,923.92	95.00	3,495.33	3,495.75

Reimbursables

Construction Administration

	Units	Rate	Billed Amount
Miles	655.10	0.67	438.92

Invoice total 3,934.67

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23007_0324	03/31/2024	3,934.67	3,934.67				
	Total	3,934.67	3,934.67	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 21094_0424
 Date 04/30/2024
 Project 21094 WEI MASTER PLAN UPDATE

Professional Architectural Services

PHASE 1 - Site 6 (WEI)
 PO-014617

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Overview	1,500.00	0.00	0.00	0.00	0.00
Task 2 - Executive Summary	69,400.00	16.17	11,225.00	11,225.00	0.00
Task 3 - Existing Conditions	54,500.00	54.13	21,800.00	29,500.00	7,700.00
Task 4 - Planning Elements	164,500.00	83.13	136,742.75	136,742.75	0.00
Task 5 - Decision Themes	31,600.00	78.61	24,841.25	24,841.25	0.00
Task 6 - Master Plan & Graphics	39,900.00	100.00	39,900.00	39,900.00	0.00
Task 7 - Conclusion	1,933.00	0.00	0.00	0.00	0.00
Total	363,333.00	66.66	234,509.00	242,209.00	7,700.00

Invoice total **7,700.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21094_0324	03/31/2024	21,007.50		21,007.50			
21094_0424	04/30/2024	7,700.00	7,700.00				
	Total	28,707.50	7,700.00	21,007.50	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Tallahassee Community College
 Don Herr
 444 Appleyard Drive
 Tallahassee, FL 32304

Invoice number 24013_0424
 Date 04/30/2024
 Project 24013 FPSI BLDG A - RESTROOM

Professional Architectural Services

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
FPSI Bldg A - Restroom	13,100.00	90.00	0.00	11,790.00	11,790.00
Total	13,100.00	90.00	0.00	11,790.00	11,790.00

Invoice total **11,790.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24013_0424	04/30/2024	11,790.00	11,790.00				
	Total	11,790.00	11,790.00	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Jon Holt, Lori Thornton or Michelle Neu at 850.837.8152 or accounting@dagarchitects.com.



Fitzgerald Collaborative Group, LLC

Tallahassee Community College
Jenny Shuler
444 Appleyard Drive
Tallahassee, FL 32304-2895

Invoice number 240201_0424
Date 04/30/2024
Project 240201 TCC SOLAR CANOPY CUP BLDG #28

For Professional Architectural Services

P.O. No. PO-019707

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Basic Services					
Measured Drawings	4,500.00	100.00	4,500.00	4,500.00	0.00
Schematic Design	6,758.00	100.00	6,420.10	6,758.00	337.90
Schematic Design-Kever	1,500.00	0.00	0.00	0.00	0.00
Schematic Design-IGT Solar	1,100.00	0.00	0.00	0.00	0.00
Design Development	12,450.00	95.00	0.00	11,827.50	11,827.50
Design Development-Kever	2,000.00	0.00	0.00	0.00	0.00
Design Development-IGT Solar	1,800.00	0.00	0.00	0.00	0.00
Permit Documents	3,758.00	0.00	0.00	0.00	0.00
Permit Documents-Kever	4,500.00	0.00	0.00	0.00	0.00
Permit Documents-IGT Solar	2,400.00	0.00	0.00	0.00	0.00
Bidding	2,065.00	0.00	0.00	0.00	0.00
Construction Administration	6,758.00	0.00	0.00	0.00	0.00
Construction Administration-Kever	1,500.00	0.00	0.00	0.00	0.00
Subtotal	51,089.00	45.19	10,920.10	23,085.50	12,165.40
Total	51,089.00	45.19	10,920.10	23,085.50	12,165.40

Invoice total 12,165.40

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
240201_0324	03/28/2024	10,920.10		10,920.10			
240201_0424	04/30/2024	12,165.40	12,165.40				
	Total	23,085.50	12,165.40	10,920.10	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to 850 S Gadsden St., Suite 140, Tallahassee, FL 32301. If you have any questions please contact Judith 832.331.9418, or judith@fc-grouppllc.com.



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Revenue Sharing Agreement

Item Description

This item is a request for approval of the Revenue Sharing Agreement between TCC and Bob Ballard and/or Mary Ballard.

Overview and Background

TCC holds the assignment of invention of the oyster dome, provided March 26, 2019. This Revenue Sharing Agreement establishes the financial relationship of Bob Ballard and/or Mary Ballard and the College, related to revenue generated by the intellectual property. After initial recovery of costs, TCC agrees to pay Bob Ballard and/or Mary Ballard 40% of the revenue.

Funding/ Financial Implications

Financial implications are to be determined based on future profits.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Exclusive License Agreement.

Recommended Action

Approve the Revenue Sharing Agreement between TCC and Bob Ballard and/or Mary Ballard.

REVENUE SHARING AGREEMENT
Tallahassee Community College and Robert Ballard and Mary Ballard

This Revenue Sharing Agreement (the “Agreement”) is entered into as of _____ by and between The District Board of Trustees of Tallahassee Community College (“TCC”), having its principal place of business located at 444 Appleyard Drive, Tallahassee, Florida 32304 and Robert Ballard and/or Mary Ballard, whose residence is located at 3189 Mulberry Park Blvd., Tallahassee, Florida 32311, collectively the “Parties.”

WHEREAS, Robert Ballard is an individual Florida resident.

WHEREAS, Mary Ballard is an individual Florida resident.

WHEREAS, Robert Ballard is the inventor of the “Oyster Reef Dome,” used for creating an artificial oyster reef, as more fully described in Appendix A.

WHEREAS, Robert Ballard was at the time of invention of the Oyster Reef Dome, an employee of TCC.

WHEREAS, per his employment agreement with TCC, Robert Ballard transferred his rights of the Oyster Reef Dome intellectual property to TCC via transfer agreement, dated March 26, 2019.

WHEREAS, the Parties desire to enter into an agreement whereby Robert Ballard and/or Mary Ballard will share a percentage of College revenue related to the profits generated by the licensing of the Oyster Reef Dome, after direct and indirect costs incurred by the College in the development or protection of the intellectual property are recovered, in accordance with College Policy and according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made to the parties hereto, TCC and Robert Ballard and/or Mary Ballard covenant and agree as follows:

SECTION 1: REVENUE SHARE

1.1 The College receives profit from sales related to the licensing of the Oyster Reef Dome. After recovery of all direct and indirect costs incurred by the College in the development or protection of the intellectual property, the College agrees to pay Robert Ballard and/or Mary Ballard forty percent (40%) of the revenue. The College further agrees to provide thirty percent (30%) of the revenue generated to the Wakulla Environmental Institute to further support the research, conservation and instructional efforts of the Institute.

1.2 The College shall pay the amount due to Robert and/or Mary Ballard annually on March 1 for the preceding calendar year.

1.3 All payments shall be in the form of certified check.

SECTION 2: TCC’S REPRESENTATIONS AND WARRANTIES

2.1 TCC represents and warrants to Robert Ballard and Mary Ballard, with the intent and understanding which Robert Ballard and Mary Ballard will rely thereon in entering into this Agreement:

(a) it has the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Agreement are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against, TCC in accordance with its terms;

(d) the undersigned representative of TCC is duly authorized to enter into this Agreement by The District Board of Tallahassee Community College.

(e) it has obtained or had the opportunity to obtain the advice of its own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 3: ROBERT BALLARD'S REPRESENTATIONS AND WARRANTIES

3.1 Robert Ballard and/or Mary Ballard represent and warrant to TCC with the intent and understanding which TCC will rely thereon in entering into this Agreement:

(a) they have the legal power, right, capacity and authority to accept, execute and deliver this Agreement and to carry out its obligations under this Agreement;

(b) the statements and information provided in the Revenue Sharing Agreement are true and accurate in all material respects;

(c) this Agreement is binding upon, and enforceable against Robert Ballard and Mary Ballard in accordance with its terms;

(d) Robert Ballard and Mary Ballard are duly authorized to enter into this Agreement;

(e) they have obtained or had the opportunity to obtain the advice of their own financial, legal, tax, and other professional advisors with respect to this Agreement.

SECTION 4: INDEPENDENT CONTRACTOR

4.1 The Parties shall be considered independent contractors and not agents or employees of the other Party. A Party shall not have authority to make any statements, representations, or commitments of any kind, and shall not take any action which shall be binding on the other Party, except as expressly provided for herein or authorized by the Parties in writing.

SECTION 5: INDEMNITY

5.1 Robert Ballard and Mary Ballard will indemnify and save harmless TCC, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses which TCC may sustain, incur, suffer or be put to by reason of any act or omission of Robert Ballard and/or Mary Ballard or by any servant, employee, affiliate, or agent of Robert Ballard and Mary Ballard in relation to the performance or non-performance of Robert Ballard and Mary Ballard's obligations under this Agreement or breaches of the Warranties and Representations of Robert Ballard and Mary Ballard under Section 2.

SECTION 6: APPROPRIATION

6.1 Appropriation of revenue sharing will be allocated on an annual basis on March 1 for the preceding calendar year unless otherwise agreed upon in writing by the parties.

SECTION 7: DISPUTE RESOLUTION

7.1 If a dispute arises between TCC and Robert Ballard and/or Mary Ballard regarding any aspect of this Agreement, the individuals identified under section 10.2 will meet as soon as is practicable to resolve the dispute.

SECTION 8: CONFIDENTIALITY

8.1 Robert Ballard and Mary Ballard shall not, in any fashion, form, or manner, either directly or indirectly:

(a) Disclose or communicate to any party information relating to TCC's business (the "Confidential Information");

(b) Duplicate any Confidential Information;

(c) Use any Confidential Information other than solely for the benefit of TCC;

(d) Assist a third party in using any Confidential Information in any manner not solely for the benefit of TCC;

(e) If Robert Ballard and Mary Ballard have questions regarding the application of Chapter 119, Florida Statutes, related to the duty to provide public records relating to this Agreement, TCC's Custodian of Public Records should be contacted at Tallahassee Community College, 444 Appleyard Drive, Tallahassee, Florida 32304 or publicrecords@tcc.fl.edu;

(f) Robert Ballard and Mary Ballard acknowledge TCC cannot and will not provide legal advice or business advice to Robert Ballard and Mary Ballard with respect to its obligations pursuant to this section related to public records. Robert Ballard and Mary Ballard further acknowledges it will not rely on TCC or its counsel to provide such business or legal advice, and Robert Ballard and Mary Ballard have been advised to seek professional advice with regard to public records matters addressed by this Agreement. Robert Ballard and Mary Ballard acknowledge their failure to comply with Florida Law and this Agreement with respect to public records shall constitute a material breach of this Agreement and grounds for termination.

(g) In the event Robert Ballard and Mary Ballard are exposed to any TCC or student non-public personal information (“NPPI”) while performing services hereunder, Robert Ballard and Mary Ballard agree to maintain the confidentiality of and protect such NPPI in accordance with the Fair Credit Reporting Act, the Health Insurance Portability and Accountability Act (“HIPPA”), FERPA, Florida Public Records Act, Chapter 119, Florida Statutes, and any other provision of Florida law which requires the protection and non-disclosure of NPPI, and all other regulations applicable to the services being performed hereunder. Robert Ballard and Mary Ballard shall maintain information security policies for NPPI, consistent with prevailing United States Industry standards.

(h) Unless otherwise required by this Agreement, TCC will use its best effort to prevent Robert Ballard and Mary Ballard from receiving student data or NPPI which Robert Ballard and Mary Ballard do not need in order to satisfy the duties of the Parties under this Agreement.

SECTION 9: GENERAL PROVISIONS

9.1 This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida, and venue for all claims or other causes of action arising out of this Agreement is Leon County, Florida.

9.2 This Agreement and any amendments to it, made in accordance with Section 13.1, constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, unless otherwise agreed in writing by the Parties.

9.3 There will be no presumption any ambiguity in any of the terms of this Agreement should be interpreted in favor of either TCC or Robert Ballard and Mary Ballard.

9.4 If any part of this Agreement is void or unenforceable at law, it shall be severed from this Agreement and the rest of the Agreement shall remain in effect and fully enforceable.

9.5 All funds are in US dollars.

9.6 This Agreement may be entered into by TCC and Robert Ballard and Mary Ballard signing a separate copy of the Agreement (including a photocopy or facsimile copy) and delivering it to the other by facsimile or digital transmission.

9.7 This Agreement will not limit the positions TCC and/or Robert Ballard and Mary Ballard may take in future negotiations or court actions.

SECTION 10: NOTICE

10.1 Any notice or other communication which is required to be given or TCC wishes to give to Robert Ballard and Mary Ballard or which is required to be given or Robert Ballard and Mary Ballard wish to give to TCC with respect to this Agreement will be in writing.

10.2 A notice or communication must be delivered, mailed or sent by email to the intended recipient at the address below:

**The District Board of Trustees of
Tallahassee Community College
Attn. Vice President of Administrative Services**
444 Appleyard Drive
Tallahassee, Florida 32304
Telephone: 850.201.8590
Email:

**Robert Ballard and Mary
Ballard**
3189 Mulberry Park
Blvd. Tallahassee,
Florida 32311
Telephone:
850.294.3653
Email:
rarechicks@gmail.com

SECTION 11: TERM AND TERMINATION

11.1 This Agreement takes effect on June 1, 2024.

11.2. This Agreement shall terminate upon termination of the Exclusive License Agreement Between TCC and Robert Ballard and Mary Ballard.

SECTION 12: AMENDMENT

12.1 Any amendments to this Agreement must be in writing and executed by the Parties.

Section 13: Entire Agreement

13.1 This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

IN WITNESS WHEREOF, each of the Parties has executed this Revenue Sharing Agreement, each Party by its duly authorized officer, as of the day and year set forth below.

Robert Ballard

The District Board of Trustees of Tallahassee
Community College

/s/ _____

/s/ _____

Date: _____

By: _____

Mary Ballard

Date: _____

/s/ _____

Date: _____



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Barbara Wills, Ph.D.
Vice President for Administrative Services and Chief Business Officer

SUBJECT: Oyster Dome License Agreement

Item Description

This item is a request for approval of the Exclusive License Agreement between TCC and Bob Ballard and/or Mary Ballard. This document will provide to Bob Ballard and/or Mary Ballard a license to develop commercial applications of the oyster reef dome.

Overview and Background

TCC holds the assignment of invention of the oyster dome, provided March 26, 2019. This Exclusive License allows Bob Ballard and/or Mary Ballard to manufacture, deploy and sell the oyster dome. Bob Ballard and/or Mary Ballard will pay TCC 10% of the gross sales revenue for sales independent of the College and 15% of the gross sales revenue for sales in partnership with the College.

Funding/ Financial Implications

Financial implications are to be determined based on future gross sales revenue.

Past Actions by the Board

There have been no past actions by the Board. Also presented to the Board at this meeting is the Revenue Sharing Agreement.

Recommended Action

Approve the Exclusive License Agreement between TCC and Bob Ballard and/or Mary Ballard.

EXCLUSIVE LICENSE AGREEMENT
BETWEEN TCC AND ROBERT BALLARD AND MARY BALLARD

This Exclusive License Agreement (this “Agreement”) is entered by and between The District Board of Trustees of Tallahassee Community College (the “Licensor”) and Robert Ballard and Mary Ballard, (the “Licensee”) as of June 1, 2024, the “Effective Date”.

RECITALS

WHEREAS, Licensor is the owner of the rights to patent the Oyster Reef Dome, as further described in Appendix A.

WHEREAS, Licensee has the capability of developing commercial applications of the Oyster Reef Dome to which Licensor currently holds the intellectual property rights.

WHEREAS, Licensor is willing to grant a license to Licensee and Licensee desires a license from it.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1 “Annual Financial Report” means a written account of Licensee’s total gross sales over the calendar year preceding submission of the report. The report must be provided to the Licensor by March 1 for the preceding calendar year.

1.2 “Exclusive License” means a license to be the sole manufacturer, seller, and distributor of the Oyster Reef Dome and the sole right to sublicense or transfer the license.

1.3 “Licensed Product” means any product or part thereof, on a country-by-country basis, which is covered in whole or in part by the Oyster Reef Dome intellectual/property rights, in any country in which such product is made, used, exported, imported, sold, or manufactured by using a process which is covered in whole or in part by the Oyster Reef Dome intellectual/property rights.

1.4 “Licensed Territory” means worldwide.

1.5 “Gross Sales” means the total dollar amount of sales of the Licensed Product by Licensee or by any Sublicensee, before deducting any costs or expenses related to production of the Oyster Reef Domes.

1.6 “Oyster Reef Dome” means the intellectual property that is the concrete dome created for the purpose of becoming an artificial oyster reef.

1.7 “Sublicense” means the agreement to grant to, or the agreement not to assert against, a third party any of the rights granted to Licensee under Section 2. An agreement which is described in this definition is a Sublicense whether or not it is called a “sublicense” and whether or not it is included in a stand-alone document or is part of a broader collaboration, development,

or joint venture agreement or arrangement, but shall not include any manufacturing or distribution company or other third party which manufactures or distributes Licensed Product on behalf of Licensee.

1.8 “Sublicensee” means any third party granted a Sublicense.

SECTION 2: GRANT OF LICENSE RIGHTS

2.1 License Product In return for the payments described in Section 5, Licensor hereby grants to Licensee an exclusive license to use the Oyster Reef Dome in the Licensed Territory to make, have made, use, sell, have sold, import, and export Licensed Products.

2.2 Sublicense Rights.

(a) Licensee may grant written Sublicenses to third parties. However, Licensee shall notify Licensor of the initiation of license negotiations with all potential Sublicensees. Any agreement granting a Sublicense shall state the Sublicense is subject to the terms of this Agreement. Licensee has the same responsibility for the activities of any Sublicensee under any Sublicense as if the activities were directly those of Licensee.

(b) Licensor has the right to receive copies of Sublicenses subject to the ability to redact confidential information of the Sublicensee which is not reasonably necessary for Licensor to confirm the compliance of the Sublicense with this Agreement (hereinafter “Redacted Sublicense”). Licensee shall provide Licensor with a final copy of each Redacted Sublicense and will include in each Annual Financial Report submitted to Licensor hereunder, which shall include reporting on development of Licensed Products and payments under the Sublicense agreements.

2.3 Retained Rights. Licensor reserves to itself the right under the to develop, import, and use Licensed Products solely for internal not-for-profit research.

SECTION 3: OBLIGATIONS OF LICENSEE

3.1 Licensee agrees and warrants:

(a) Licensee will prepare and provide Licensor an Annual Financial Report after the end of each calendar year, no later than March 1 of each year.

(b) Licensee shall pay Licensor in accordance with Section 5 of this Agreement.

SECTION 4: OBLIGATIONS OF LICENSOR

4.1 Licensor agrees and warrants:

(a) Licensor will give Licensee an Exclusive License to manufacture, deploy, and sell the Oyster Reef Dome and the sole right to sublicense or transfer the License with prior written approval of the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Licensor shall split the Net Profits in accordance with a separately executed Revenue Sharing Agreement.

SECTION 5: PAYMENTS

5.1 Licensee shall pay Licensor ten percent (10%) of Gross Sales Revenue of the Licensed Product for all sales made independent of the College.

5.2 Licensee shall pay Licensor fifteen percent (15%) of Gross Sales Revenue of the Licensed Product for all sales involving a relationship with the College such as a contract, grant or other agreement written by the College or to which the College is a party.

5.3 With respect to Sublicenses granted by Licensee or by a Sublicensee under Section 2.3(a), Licensee shall pay to Licensor an amount equal to what Licensee would have been required to pay had Licensee sold the Licensed Products which are sold by a Sublicensee.

(a) Licensee may not receive from Sublicensees anything of value in lieu of cash payments in consideration for any Sublicense under this Agreement without the express prior written approval of Licensor, which approval Licensor may not unreasonably withhold, condition, or delay.

5.4 Except as otherwise directed, Licensee shall pay all amounts owing to Licensor under this Agreement in United States dollars at the following address:

Attn: Vice President of Administrative Services
Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

5.5 Based on the financial statement provided by Licensee, Licensor will confirm the amount due to the Licensor. If no payment is due, Licensor should provide a written affirmation of this fact.

5.6 Licensee shall be entitled to deduct from the payments otherwise due to Licensor hereunder the amount of any withholding taxes, value-added taxes or other taxes, levies or charges which may be imposed on Licensee by any government or political subdivision with respect to such payments which are required to be withheld.

SECTION 6: WARRANTIES AND DISCLAIMERS OF LICENSEE

6.1 Licensor represents its employees have assigned their entire right, title, and interest in the Oyster Reef Dome intellectual/property rights and it has authority to grant the rights and licenses set forth in this Agreement. However, nothing in this Agreement is:

(a) a warranty or representation by Licensor of the validity or scope of any right included in the License Product.

(b) a warranty or representation of anything made, used, sold or otherwise disposed of under the license granted in this Agreement does not infringe patents or other rights of third parties;

(c) an obligation to bring or prosecute actions or suits against third parties for infringement of Patent Rights; to the License Product

(d) an obligation to furnish services other than those specified in this Agreement.

6.2 Licenser assumes no responsibilities whatsoever with respect to construction, use, sale, transport, installation, or other disposition by Licensee or its Sublicensees. Neither party shall be liable for any consequential, indirect or special damages arising out of this Agreement or any breach of this Agreement.

SECTION 7: INFRINGEMENT AND INVALIDITY

7.1 Licensee shall inform Licenser, and similarly Licenser shall inform Licensee, promptly in writing of any alleged infringement of this License Agreement in the Licensed Territory by a third party and of any available evidence of the alleged infringement.

7.2 Licensee may, but is not obligated to, prosecute at its own expense any alleged infringement of this License Agreement, and shall have the first right to do so. Licensee will not prosecute or take any other enforcement-related steps with respect to any such infringements of this License Agreement except as is provided in Section 7.3. Licenser shall first apply any recovery of damages of any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licenser for any legal fees and unreimbursed expenses born by Licenser. Licensee will keep any remaining balance. Licensee may not enter any settlement, consent judgment, or other voluntary final disposition of the suit without the prior, written consent of Licenser, which consent Licenser may not unreasonably withhold. Licensee shall indemnify Licenser against any order for costs and legal fees which may be made against Licenser in the proceedings.

7.3 If Licensee is unsuccessful in persuading the alleged infringer to desist, has not brought an infringement action against the alleged infringer (unless, and only so long as, Licensee has, as part of its enforcement strategy, reasonable grounds supporting a delay by Licensee in bringing such action against a particular alleged infringer or infringers, and Licensee so notifies Licenser and provided Licenser's rights against such infringer are preserved), or notifies Licenser of its intention not to bring suit against the alleged infringer, then, and in those events only, Licenser may, but is not obligated to, prosecute at its own expense such alleged infringement of this License Agreement. Licenser may use the name of Licensee as party plaintiff in the infringement action without expense to Licensee. If Licenser undertakes the enforcement of the License Agreement by litigation, Licenser shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licenser relating to the suit and next toward reimbursement of Licensee for any legal fees and unreimbursed expenses born by Licensee at Licenser's request. Any remaining balance shall be distributed as Net Profits in accordance with the Revenue Sharing Agreement.

7.4 If Licensee undertakes the enforcement or defense of this License Agreement by litigation, Licenser may voluntarily join the litigation, represented by its own counsel at its own expense. Licensee shall apply any recovery of damages first in satisfaction of any unreimbursed expenses and legal fees of Licensee relating to the suit and next toward reimbursement of Licenser for any legal fees and unreimbursed expenses.

7.5 In any suit in which either party is involved to enforce or defend this License Agreement, the other party shall, at the request and expense of the party initiating the suit, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, and the like.

SECTION 8: ASSIGNABILITY

8.1 This Agreement may not be transferred or assigned by Licensee except with the prior written approval of Licensor, which approval may not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in contravention of this Section 8.1 is void.

(a) The new assignee shall assume all responsibilities under this Agreement and agree in writing to Licensor to be bound by this Agreement.

8.2 Licensor has the exclusive right to assign its rights under this Agreement to the Tallahassee Community College Foundation, Inc. If such assignment is made, all other material provisions of this Agreement shall remain the same.

SECTION 9: INDEMNIFICATION

9.1 Licensee and Sublicensee(s) shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold The District Board of Trustees of Tallahassee Community College, Licensor, and each of their directors, trustees, officers, employees, and agents harmless against all claims and liabilities, including legal expenses and reasonable attorneys' fees, arising from a third party claim, arising out of the death of or injury to any person or persons or out of any damage to property and against any other third party claim, proceeding, demand, expense and liability resulting from the development, production, manufacture, sale, use, or lease of Licensed Products; except to the extent such claims result from the gross negligence, willful misconduct or breach of applicable law by any indemnitee. Licensor shall give Licensee prompt notice of any such claim. Notwithstanding the above, Licensor at all times reserves the right to retain counsel of its own to defend the interests of Licensor, The District Board of Trustees of Tallahassee Community College, and Licensor. Licensor shall give Licensee prompt notice of any such claim.

SECTION 10: INSURANCE

10.1 Licensee shall, throughout the term of this Agreement, obtain and maintain at its own cost and expense from a qualified insurance company licensed to do business in Florida with a Best Rating of B+ or better, standard product liability insurance naming Licensor and its officers, directors, trustees, employees, agents, and shareholders as additional insured parties. Such policy shall provide protection against all claims, demands and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Products or any material used in connection therewith or any use thereof. The amount of liability coverage shall be \$1,000,000 with \$200,000 per person, \$300,000 per occurrence. The Licensee must provide a Certificate of Liability insurance as proof of coverage, with the Licensor being named as an additional insured party on the insurance plan. The policy shall provide for thirty (30) days' notice to Licensor from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Licensee agrees to furnish Licensor a certificate of insurance evidencing same prior to the Effective Date and in no event shall Licensee manufacture, distribute or sell any Licensed Products prior to receipt by Licensor of such evidence of insurance.

SECTION 11: USE OF NAMES

11.1 Licensee and its Sublicensee(s) may not use the names or logos of Licensor, nor of any of the institution's employees, trustees, agents, or affiliates, except for the name of the

inventor of the Oyster Reef Dome, nor any adaptation of those names, in any promotional, advertising or marketing materials or any other form of publicity, or to suggest any endorsement by these entities or individuals, without the prior written approval of Licensor in each case, which approval the Licensor may not unreasonably withhold, condition, or delay.

SECTION 12: MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Florida.

12.2 Independent Contractors. The parties are independent contractors and not joint venturers or partners.

12.3 Integration. This Agreement constitutes the full understanding between the parties with reference to its subject matter, and no statements or agreements by the parties, whether oral or in writing, may modify the terms of this Agreement. Neither party may claim any amendment, modification, or release from any provisions of this Agreement, unless the mutual agreement is in writing and signed by both parties.

12.4 Laws and Regulations. Licensee shall comply with all local, state, federal, and international laws and regulations which are applicable to the development, manufacture, use, and sale of Licensed Products.

12.5 Force Majeure. Neither party is responsible for default, delay, or failure to perform, if such default, delay or failure to perform is due to causes beyond the party's reasonable control, including, but not limited to, acts of God, wars, acts of public enemies, strikes, fires, floods, or other natural disasters beyond the control of the parties, provided the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch when the causes are removed. In the event of a default, delay or failure to perform described in this Section 12.5, any date or times by which either party is scheduled to perform is extended automatically for a time equal to the time lost by reason of the excused default, delay or failure to perform.

12.6 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties' fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired.

SECTION 13: NOTICES

13.1 The parties shall provide any notice required to be given pursuant to this Agreement in writing to the addresses listed in this Section 13.1. Notice is effective on the day it is delivered personally with written receipt from an authorized signatory, on the second day after the day on which the notice has been delivered for next day delivery prepaid to a nationally recognized courier service, on the fifth business day following deposit in the United States mail if sent certified or registered mail, (return receipt acknowledgement is not required to certify delivery).

If to Licensor:

Attn: Vice President of Administrative Services Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304

If to Licensee:

Attn: Robert G. Ballard
3189 Mulberry Park Blvd. Tallahassee, Florida 32311

Attn: Mary Ballard
3189 Mulberry Park Blvd.
Tallahassee, Florida 32311

SECTION 14: DISPUTE RESOLUTION

14.1 The Parties expressly waive any right to a trial by jury regarding any action, legal or equitable, arising out of this Agreement. Prior to bringing any legal or equitable action in any court of law, the Parties hereby irrevocably consent to mediation in Leon County, Florida. Said mediation shall be conducted within 120 days of a Party providing written notice of said Party's claim(s) and request to mediate. The Parties shall make a good faith effort to agree upon a mediator. To the extent the Parties are unable to agree, the mediator shall be chosen from a list of certified mediators provided by the Florida Bar.

14.2 Venue. The state and federal courts located in Leon County, Florida, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

SECTION 15: CONTRACT FORMATION AND AUTHORITY

15.1 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

15.2 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement

and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.

15.3 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

15.4 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

15.5 The submission of this Agreement is not an offer, and this document is effective and binding only upon the execution by duly authorized representatives of both Licensee and Licensor. Copies of this Agreement which have not been executed and delivered by both Licensor and Licensee do not evidence an agreement between the parties.

15.6 Licensor and Licensee hereby warrant and represent the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.

SECTION 16: TERMINATION OF AGREEMENT

16.1 This Agreement shall be terminated by mutual consent of both parties in writing, or by material breach of this Agreement, as described in Section 17.1 (a), with 30 days' notice and time to cure the breach.

(a) Material breach of this Agreement shall be defined as falsification of records; falsification of reports; failure to distribute Net Profits in accordance with the Revenue Sharing Agreement; failure to provide Licensor with Oyster Reef Domes in accordance with Section 3.1(c) of this Agreement, failure to maintain liability insurance in compliance with Section 10 of this Agreement; improper use of Licensor's name or logos or names of Licensor's employees, trustees, agents, or affiliates in violation of Section 11 of this Agreement; any violation of a federal, state, or local law, rule, or permitting requirement; any violation of EPA rules or regulations; any violation of DEP rules or regulations; any violation of federal or state fish and wildlife rules or regulations; or any violation of Department of Labor and OSHA rules or regulations.

16.2 This license agreement will expire on May 31, 2027, unless extended by the mutual agreement of both parties.

The parties have duly executed this Agreement on the dates indicated below.

Robert Ballard

The District Board of Trustees of Tallahassee
Community College

/s/ _____

/s/ _____

Date: _____

By: _____

Mary Ballard

Date: _____

/s/ _____

Date: _____



May 20, 2024

M E M O R A N D U M

TO: Jim Murdaugh, Ph.D.
President

FROM: Bret Ingerman, M.S.
Vice President for Information Technology

SUBJECT: Information Technology Plan for 2024-25

Item Description

This item requests that the District Board of Trustees approve the Information Technology Plan for FY 2024-25.

Overview and Background

As requested by the District Board of Trustees, we present the Information Technology Plan for FY 2024-25 for your information and discussion. While it is unlikely that we will complete all of the projects that are listed, this does present the major technology needs, initiatives, and directions for the College as of this time. Due to the inherent nature of technology, items may move on and off the list as needs and technologies change and evolve.

Funding/ Financial Implications

This is a yearly update on the information technology plans for the College for the upcoming fiscal year.

Past Actions by the Board

None.

Recommended Action

Approve the Information Technology Plan for FY 2024-25.



April 22, 2024

MEMORANDUM

TO: Jim Murdaugh, President

FROM: Bret Ingerman, Vice President for Information Technology 

SUBJECT: Information Technology Plan for FY 2024-25

The following represents the Information Technology Plan for the upcoming year.

- Explore and/or implement chatbots, digital assistants and similar technologies, including any related technologies such as artificial intelligence (AI), natural language processing (NLP), large language models (LLM) and integration platform as a service (IPaaS) that can help provide information and support to students, parents, community members, faculty and staff via self-service and technology-mediated support channels.
- Explore and/or implement technologies related to digital badging and microcredentials.
- Continue to explore, upgrade, and/or replace the technologies used to communicate with students, employees and others especially those that deliver automated, personalized information by integrating with various data sources.
- Continue to explore, upgrade, and/or replace the technologies used to store and access data as well as the software and technologies used for reporting, data analysis, predictive analytics and prescriptive analytics.
- Replace, acquire and/or upgrade the College's door access systems and associated components including, but not limited to hardware (including electronic locks, controllers and related communications technologies), software, training, integrations and professional services.
- Continue the process of replacing and/or upgrading the College's ERP, SIS and related systems (including but not limited to CRM, curriculum management, catalog management, degree audit, financial aid, advising, and other systems that either require change due to ERP conversion or whose change in conjunction with the ERP conversion will benefit the College

- Replace, acquire and/or upgrade the technologies used for the College's public website, intranet, portal and internal and external communication and collaboration sites.
- Replace, acquire and/or upgrade the technologies including but not limited to hardware, software, training and professional services, that are required due to the College's name change.
- Continue to acquire software technologies that offer robust features and flexible, modern integration capabilities that can be used in conjunction with other College-owned technologies to develop creative solutions to meet institutional needs.
- Replace and/or upgrade end-user computing devices and associated hardware and software components (including but not limited to desktop computers, laptop computers, tablets, etc.)
- Explore and/or implement a robust centralized network and data security program including but not limited to physical and logical network security (hardware, software); intrusion detection and prevention (hardware and software); network access control (hardware and software); log collection, aggregation and analysis; privileged access management (PAM); security information and event management (SIEM); and data security policies and procedures (on premise, and cloud/hosted).
- Continue to enhance end-point protection, access controls, and data security (such as two-factor authentication, passwordless login, identity management tools, PII scanning tools, anti-virus software, mobile device management, etc.).
- Replace and/or upgrade classroom instructional technologies and associated hardware and software components
- Replace and/or upgrade networking equipment (wired and wireless), servers, and associated technologies (including but not limited to Uninterruptible Power Supplies, data storage devices, backup devices, etc.) with an eye towards increasing redundancy of critical systems and a goal of increasing the use of virtualization and / or hosted and cloud technologies.
- Replace and/or upgrade the security systems in use at the College (including video cameras and related systems, dispatch software, door access, etc.).
- Replace and/or upgrade campus police department technologies including but not limited to database systems, reporting systems, records management, computer aided dispatching, evidence/property/incident/activity tracking, and case management systems along with any hardware, software, training, and/or maintenance needs that might be necessary to implement and support present and future needs and systems or integration and/or communication with other systems.

- Acquire, replace and/or upgrade technologies, including but not limited to hardware, software, consulting and training, needed to create, support and enhance a charter high school.
- Acquire, replace and/or upgrade technologies, including but not limited to hardware, software, consulting and training, needed to create, support and enhance a Maker Space.
- Acquire, replace and/or upgrade technologies, including but not limited to hardware, software, consulting and training, needed to create, support and enhance an Animation Lab.
- Support technology needs and initiatives at all campus sites and locations.