

**CONTRACT FOR PREVENTATIVE MAINTENANCE AND  
TECHNICAL SUPPORT SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Facility Automation Solutions, Inc.**, located at 6900 Phillips Industrial Blvd., Jacksonville, FL 32256, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County requires preventative maintenance and technical support at the Nassau County Robert M. Foster Justice Center located at 76347 Veterans Way, Yulee, FL 32097; and

**WHEREAS**, the County received a proposal for said goods and/or services from the Vendor on or about August 30, 2023; a copy which is attached hereto as Exhibit “A” and made a part hereof; and

**WHEREAS**, the County has determined that the goods and/or services required are either an exempt, single or sole source purchase; and

**WHEREAS**, the County has completed all necessary steps under the applicable Nassau County Purchasing Policy in regard to the sole or single source acquisition of the Vendor’s goods and/or services.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

**2.1** The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit A      VENDOR’S PROPOSAL**

**Exhibit B INSURANCE REQUIREMENTS**

**SECTION 3. Description of Goods and/or Services to be Provided.**

**3.1** The Vendor shall provide the goods and/or services further described in Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work upon the issuance of a written *Notice to Proceed* by the County for the goods and/or services. The Vendor shall provide the goods and/or services as contained in Exhibit "A" in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

**4.1** The County shall pay the Vendor in an amount not to exceed One Hundred Seventy-Seven Thousand, Seven Hundred Thirty-Two Dollars and 00/100 (\$177,732.00) for the goods and/or services referenced in Exhibit "A". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the Public Works Director or designee, [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.



**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet this Contract specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon execution by both parties to this contract and shall terminate *three (3) years thereafter*. The County Manager is hereby authorized to execute any amendment and/or modification upon approval by the County Attorney's Office. Any amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Firm Prices.**

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing the goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide the goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental

authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 13. Modifications.**

**13. 1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.



**SECTION 14. Assignment and Subcontracting.**

**14.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**14.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 15. Severability.**

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the



County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not



limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide the goods and/or services for others; (b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.



**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to

the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov e-verify](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating



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that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise

provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**27.2** A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.



**27.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of

notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.



**SECTION 30. Anti-Discrimination.**

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Doug Podiak, Public Works Director  
45195 Musslewhite Road  
Callahan, Florida 32011

Vendor: Facility Automation Solutions, Inc.

Attn: Paul Weeks, Service Manager  
6900 Phillips Industrial Blvd  
Jacksonville, Florida 32256

**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods and/or services provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed



upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate



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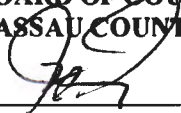
this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for goods and/or services provided prior to the termination date.

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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

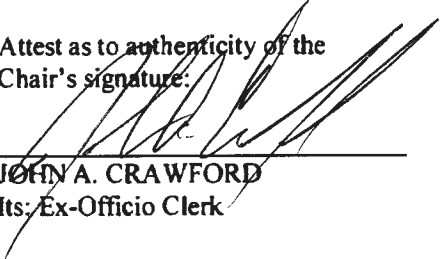
  
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By: KLYNT A. FARMER

Its: Chairman

Date: 12-11-23

Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_

JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
DENISE C. MAY

**FACILITY AUTOMATION  
SOLUTIONS, INC.**

  
\_\_\_\_\_

By: David Sarratori

Its: Operations Manager

Date: 11/3/2023





# EXHIBIT "A" VENDOR'S PROPOSAL

6900 Phillips Industrial Blvd. Jacksonville, FL 32256 (904) 446-8100

## **Preventive Maintenance & Technical Support Program Proposal I/Net Building Management System**

Nassau County Courthouse  
I/Net Direct Digital Control System  
76347 Veterans Way  
Yulee, Florida 32097

### **Facility Automation Solutions, Inc. Service Team**

Facility Automation Solutions, Inc. has assembled a specialized team to provide you with industry-leading facility management system maintenance and monitoring services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity. This team will facilitate a smooth Integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

### **Facility Automation Solutions, Inc. Proposal**

This proposal is for a term of 36 months upon execution of a contract, with subsequent annual pricing as indicated below.



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For services designated herein, **Nassau County** will be charged by Facility Automation Solutions, Inc. the amounts shown below for services provided at the Robert M. Foster Justice center located at 76347 Veterans Way, Yulee, FL 32097:

Year One: **\$58,620.00**  
 to be invoiced monthly at: **\$4,885.00**  
 Year Two: **\$59,220.00** invoiced monthly at **\$4,935.00**  
 Year Three: **\$59,892.00** invoiced monthly at **\$4,991.00**

The proposal price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Payment terms will be no greater than 45 days after Facility Automation Solutions, Inc.'s invoice date. Facility Automation Solutions, Inc. reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due shall relieve Facility Automation Solutions, Inc. of any and all obligations pertaining to work or performance of work.

## Facility Management System Maintenance Services Service Options

*Options Checked are included in your Proposal*

<input checked="" type="checkbox"/> 1. PLANNED PREVENTATIVE MAINTENANCE – "SCHEDULED VISITS"	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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- 1.1) 52 scheduled maintenance visits per year are included in this proposal and will be scheduled by the Service Team and the Owner or Owner's Representative.
- 1.2) Facility Automation Solutions, Inc. technician will check the controllers communication with the Lan Network, Central Computer, and maintain the original condition of the installed and commissioned systems. This work is accomplished by reviewing the network configuration within Struxureware-I/Net Seven, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- 1.3) After completion, you will receive a planned maintenance finding report for your records. (Service Ticket)





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- 1.4) Required "Work" or "Maintenance" will be performed by trained personnel directly employed and/or supervised by Facility Automation Solutions, Inc. A lead Service Representative will be assigned to this project that will be primarily responsible for providing contract services. Additional Representatives and Technicians will also be familiarized with your system to ensure that there is no lapse in service to your equipment.
- 1.5) Planned maintenance will be performed during normal business hours (7:00 a.m. to 3:30 p.m., Monday – Friday), with the option for afterhours arrangements.

<input type="checkbox"/> <b>2. SERVICE CALLS (NONSCHEDULED) VISITS DURING NORMAL BUSINESS HOURS</b>	<input type="checkbox"/> <b>YES</b>	<input checked="" type="checkbox"/> <b>NO</b>
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- 2.1) Facility Automation Solutions, Inc. will provide on-site nonscheduled service between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends, and holidays. To request a service call, call the Service Support Team at (904) 446-8100 during normal business hours. Our service department will do their best to advise you over the telephone on how to handle the problem and if possible have a Service Engineer connect to your system via Internet/network or schedule a service visit. Any additional visits other than the ones stated above would be subject to Facility Automations Solutions preferred labor rates plus any cost incurred.

<input type="checkbox"/> <b>3. AFTER HOUR SERVICE CALLS (NONSCHEDULED VISITS DURING NORMAL BUSINESS HOURS</b>	<input type="checkbox"/> <b>YES</b>	<input checked="" type="checkbox"/> <b>NO</b>
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- 3.1) Not to exceed n/a scheduled visits per quarter. Physical response time will be within 0 hours after normal business hours. Telephone response time will be within one (1) hour. 24 hours/365 days coverage is included with this contract.
- 3.2) Facility Automation Solutions, Inc. will provide on-site non-scheduled service or EMERGENCY CALL between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends and holidays.



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- 3.3) All non-scheduled service requests will be initiated through the Operational Control center, by either our Proactive or Reactive Monitoring service. Requests will be initiated depending on which of the Non-Scheduled service options is elected.
- 3.4) To request service, you can call our Service Support Team at (904) 446-8100 during normal business hours (Monday through Friday - 7:00am till 3:30pm or for after hours and 24 hour service, we have a Service Support Technician on call whom is contacted through an answering service to handle your emergency calls. Please call (904) 446-8100 for the answering service to contact the Support Technician on duty. Our service Support Technician will advise you over the telephone on how to handle the problem, connect to your system via proper supported method, or respond within the time stated above. Any additional visits other than stated above will be subject to Facility Automation Solutions, Inc. preferred labor rate plus any cost incurred.

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**4. REMOTE SUPPORT**  YES  NO

- 4.1) Unlimited calls are included within this proposal. Facility Automation Solutions, Inc. will respond within two (2) hours of the received call.
- 4.2) Facility Automation Solutions, Inc. will provide remote diagnostics via an approved remote software available at the main central computer. This support will be provided during working hours in order to provide you with the fastest service available when you are experiencing a problem. The Central Computer is dedicated technology to support remote access. To request a service call, you can reach the Service Support Team at (904) 446-8100 during normal business hours or you reach the on-call Service Technician through the answering service at (904) 446-8100 for after hour service. The service team will advise you on how to handle the problem or will connect to your system via the approved remote access software.

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**5. OPERATOR TRAINING**  YES  NO

- 5.1) Facility Automation Solutions, Inc. will provide additional operator training during the course of the year scheduled at your convenience. Training, will be provided for your





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regular operators as well as any new or additional operators. This additional training helps the operators learn all the capabilities available of the BMS. This additional training, will expand on all features from the BMS system and how to take full advantage of them to properly analyze the site. Facility Automation Solutions, Inc. recommends that all these sessions be limited to small groups of four (4) students or less.

**6. SOFTWARE/FIRMWARE UPGRADES**  YES  NO

- 6.1) Facility Automation Solutions, Inc. will provide software/firmware upgrades for your system as they become available. This allows your system to keep current and to take full advantage of new features. The labor to install this software/firmware is not included in this proposal and will be quoted separately. This section will only be applied to the new front-end being installed under this contract.

**7. SOFTWARE BACK-UP**  YES  NO

- 7.1) This proposal will include a total of 1 backup routine quarterly. A total of 4 backups per year.
- 7.2) This database protection prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- 7.3) Nassau County personnel will be required to make a back-up whenever a change to the Struxureware-I/Net database is made. Facility Automation Solutions, Inc. will continue to do the normal back-up on a quarterly basis. This step is necessary to prevent the lost recent information.

**8. REPAIR AND REPLACEMENT**  YES  NO

- 8.1) Facility Automation Solutions, Inc. will provide materials and labor for repair, or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with coverage described in Schedule A



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- below).
- 8.2) If repair and replacement is not included in your contract, Facility Automation Solutions, Inc. will provide you a written quotation for any material that is required to repair your system. Facility Automation Solutions, Inc. will provide one year of warranty for a new device installed at your site.

### **Qualifications**

Facility Automation Solutions, Inc. Preventive Maintenance shall consist of the following as outlined above in the items 1 through 7:

- Q1) Checking performance of equipment and components
- Q2) Diagnostics tests, examination, cleaning. Lubrication, adjustments and calibration of equipment designated in Schedule A below and their components.
- Q3) Facility Automation Solutions, Inc. will calibrate all field devices determined to need calibration. This process shall be completed during the duration of the maintenance contract.
- Q4) Facility Automation Solutions, Inc. will provide under a separate contract any materials and labor to repair or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with systems and equipment described in Schedule A below).
- Q5) Providing on-site service visits, between schedule preventive maintenance calls, when necessary to keep equipment and components in proper operation (in accordance with system and equipment described in Schedule A below).
- Q6) Normal Business Hours are defined as 7:00am to 3:30pm., Monday through Friday inclusive, excluding nights, weekends, and holidays.
- Q7) Reasonable means of access to the equipment being serviced shall be provided to Facility Automation Solutions, Inc.
- Q8) Facility Automation Solutions, Inc. shall be permitted to start and stop all equipment necessary (after notification and approval by the NCCH Personnel) to perform the herein agreed services as arranged with your representative.
- Q9) Facility Automation Solutions, Inc. shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- Q10) When a request for service is made by the owner at times other than we would have



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made a scheduled preventive maintenance call, and inspection does not reveal any defect required to be service under this agreement, we reserve the right to charge NCCH at our prevailing service labor rate.

Q11) Replacement of Variable Frequency Drives (VFDs) shall be provided under a separate quote.

**Exclusions**

The following is not within the scope of this proposal:

- E1) Removal or reinstallation of replacement valves and dampers when required.
- E2) Cutting and patching of building surfaces when required to make repairs on concealed or inaccessible equipment, piping, and wiring.
- E3) Draining or venting of water systems.
- E4) Repairs to equipment damages by ambient conditions outside of the manufacturer's recommended limits
- E5) Repairs to equipment damages due to negligence

**Facility Automation Solutions (FAS), Inc. Maintenance Services**

**Schedule A - Equipment Coverage**

The following control equipment shall be serviced under this proposal:

Device	Quantity	Description	Notes
Host Workstations and Server	3/1	Struxureware/I/Net Central Computer	Located in Chief Engineer's officer
Software	1	Struxureware/ Inet	
Hardware	1	All hardware and sensors provided by FAS	
Valve Actuators	n/a	All Valve Actuators provided by FAS	
PCU	6	I/Net Process Control Units DDC Controller	Obsolete





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Net Plus Router 2000	1	I/Net Network Router	Obsolete
LCU	1	I/Net Digital Control Lighting Units	Obsolete
UC (VAV/FTU)	112	I/Net Unitary Controller	Obsolete
MCI	5	I/Net Micro Regulator Control Units	Obsolete
ICI	1	I/Net Industrial Controller Interfaces	Obsolete
PCU Expanders	6	I/Net Process control Units Expansion I/O Boards	Obsolete
AX-SSC	3	Accessxpert Network controller	
MR52/MR16/MR50	31/2/4	Accessxpert/ Door Controllers and input boards	
UC (VAV/FTU) Temperature Sensors	112	VAV/FTU Temperature Sensors	
FIC	1	FieldServer Interface Controller	Obsolete
Temperature Sensor	244	All Temperature Devices-AHUs, OATs	
Humidity Sensors		All Humidity Devices	
Current Sensors & Relays		All Current Sensors and Relays	
Differential Pressure Switches		All Differential Pressure Switches	
Transformers, Batteries, and Power Supplies		All Class 2 Transformers	
Pressure Transmitters		All Pressure Transmitter	
Card Reader	64	Card Reader	

**Equipment not covered under the Proposal Includes:**

1. Any and all software that was not supplied by Facility Automation Solutions, Inc.
2. Replacement or repair of VFD's, valves or mechanical dampers.
3. Any and all types of relays including lighting relays.
4. Any and all existing network devices.
5. Moving or relocating Covered equipment, including any work necessary by enforcement of building codes.
6. Replacement or repairs of any parts or components, or servicing (except as expressly provided above) of any Covered Equipment.
7. Air balancing
8. Package Units



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9. VAV Boxes
10. Pumps, Starters, Humidifiers, VFDs, and Boilers
11. Electric Heater factory Controls
12. Existing pneumatic controls
13. Controls and components provided by others
14. Existing Control Valves
15. Existing Damper Actuators
16. Fire System Equipment

**Facility Automation Solutions, Inc. Maintenance Services**

**Schedule B - Facility Automation Solutions, Inc.'s Prevailing Labor Rates**

Effective January 1, 2024

For preferred customers, the following labor rates will apply to all work performed and billable outside the Terms of the proposal. Hourly labor rates are subject to annual increases on January 1<sup>st</sup>.

Service account Customer labor rates / man / hr

Service	Regular Time Rates	Overtime Rates
Technician	\$132.00 per hr.	\$198.00 per hr.
Application Engineer	\$142.00 per hr.	\$213.00 per hr.
Principal Engineer	\$158.00 per hr.	\$237.00 per hr.
Travel	\$132.00 per hr.	\$198.00 per hr.
Remote On-Line Assistance	\$132.00 per hr.	\$198.00 per hr.

- Minimum Labor Charge is 4 Hours Standard Rate and 4 Hours Overtime Rate.
- All rates are subject to change with written notice.
- Normal Business Hours are defined as 7:00am to 3:30pm Monday through Friday.
- Overtime Monday through Friday and on Saturday and is billed at 1.5 times applicable rate.
- Sundays and Holidays is billed at 2.0 times applicable rate.

For non-preferred customers, the following labor rates will apply to all work performed.

Non Service Account Customer labor rates / man / hr.

Service	Regular Time Rates	Overtime Rates
Technician	\$164.00 per hr.	\$246.00 per hr.



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Application Engineer	\$178.00 per hr.	\$267.00 per hr.
Principal Engineer	\$228.00 per hr.	\$342.00 per hr.
Travel	\$164.00 per hr.	\$246.00 per hr.
Remote On-Line Assistance	\$164.00 per hr.	\$246.00 per hr.

- Includes 4 hours of non-line support/assistance anytime over the 4 hours will be billed at Technician rate.
- Travel time is considered billable to and from the site.
- All rates are subject to change with written notice.
- Travel & Living Expenses shall be billed at cost plus 15%.
- Overtime Monday through Friday and on Saturday and is billed at 1.5 times applicable rate. Normal Business Hours are defined as 7:00am to 3:30pm
- Sundays and Holidays are billed at 2.0 times applicable rate.





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August 30, 2023

Nassau County – Robert M. Foster Justice Center  
Attn: Les Burnsed  
76347 Veterans Way  
Yulee, Florida 32097

**Proposal:** Maintenance Proposal for Nassau County Justice Center

*Facility Automation Solutions, Inc.* is pleased to offer the following proposal for the Struxureware Control System located at the facility mentioned above. This proposal on the Struxureware Control System includes the terms and conditions as outlined in this document.

**Contract Start Date:** Upon contract execution

**Year One:** \$58,620.00

to be invoiced monthly at: \$4,885.00

**Year Two:** \$59,220.00 invoiced monthly at \$4,935.00

**Year Three:** \$59,892.00 invoiced monthly at \$4,991.00

This proposal is valid for a period of 60 days

Please contact me with any questions at (904) 446-8100.

Thank You,

Paul Weeks  
Service Manager  
Facility Automation Solutions, Inc.

# EXHIBIT "B" INSURANCE REQUIREMENTS

## GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

### COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

### AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.



**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.