

Contract Number Purchase Order  
Vendor Number 105636

**LEE COUNTY PORT AUTHORITY  
CONTRACT# 070121-JHN - HVAC SYSTEMS AND RELATED SERVICES**

This Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida (Authority), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and JOHNSON CONTROLS, INC., a Wisconsin corporation, authorized to do business in the State of Florida, ("Provider"), at 3802 Sugar Palm Drive, Tampa, FL 33619 Federal Identification Number 39-0380010.

**WITNESSETH**

**WHEREAS**, Authority desires to obtain goods and services from Provider as described below for HVAC systems and related services for the Authority in Fort Myers, Florida; and,

**WHEREAS**, Provider has entered into an agreement between Provider and Sourcewell ("Source Contractor") pursuant to competitive solicitation RFP #070121, ("Source Agreement") to provide similar goods and/or services to those required by the Authority; and,

**WHEREAS**, both Provider and Source Contractor have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods and services; and,

**WHEREAS**, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

**WHEREAS**, Provider reviewed the goods and/or services required under this Agreement and has agreed to provide the requested goods and services, and states that it is qualified, willing and able to provide services according to the terms below and in accord with all governing federal, state and local laws and regulations.

**NOW, THEREFORE**, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

**1.0 RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

**2.0 SCOPE OF WORK**

Provider agrees to provide the goods and services set out in **Exhibit A**, Scope of Work.

**3.0 SOURCE AGREEMENT - INCORPORATION BY REFERENCE**

It is the intent of the parties to allow the Authority to "piggyback" the Source Agreement,

as permitted by that Agreement and the Lee County Port Authority Purchasing Manual. The terms of the Source Agreement are hereby merged into and incorporated by reference as part of this Agreement.

#### **4.0 TERM OF AGREEMENT**

The term of this Agreement begins on the first date written above ("Effective Date") and will continue for the duration of the Source Agreement, including renewals or extensions thereof.

#### **5.0 COMPENSATION**

Authority will pay for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the schedule set forth in **Exhibit B**. The Authority will issue payment to Provider within forty five (45) calendar days of an invoice that is in acceptable form and containing itemized breakdown and a detailed description and documentation of charges. Should the Authority object or take exception to the amount of any invoice, the Authority must notify Provider of the objection or exception within forty five days of receipt of the invoice. If such an objection or exception remains unresolved at the end of the forty five day period, the Authority may withhold the disputed amount and make payment to Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by mutual agreement of the parties to this Agreement.

#### **6.0 NOTICES AND ADDRESS**

All notices required and/or made pursuant to this Agreement will be in writing and will be given by the United States Postal Service, to the following addresses of record:

If to the Authority:

LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

If to the Provider:

Johnson Controls, Inc.  
5757 N Green Bay Ave  
Milwaukee, WI 53209  
Attention: Thomas Staves

#### **7.0 GOVERNING LAW AND VENUE**

This Agreement will be interpreted, construed and governed by the laws of the State of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in Lee County Circuit Court in Lee County, Florida. The parties agree to waive the right to remove any suit or action relating to or arising out of this Agreement to federal court. The prevailing party in any such suit or action, including appellate proceedings is entitled to recover its reasonable attorneys' fees and costs.

#### **8.0 INSURANCE**

<b>Insurance / Bond Type</b>	<b>Required Limits</b>
Automobile Liability:	Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles.

Insurance / Bond Type	Required Limits
	Airside Operations Area (AOA); the combined single limit will be <u>\$5,000,000</u> . Non-Airside; the combined single limit will be <u>\$1,000,000</u>
Commercial General Liability:	Coverage shall be afforded under a per occurrence policy form. <u>\$1,000,000</u> Single Limit per Occurrence; <u>\$2,000,000</u> General Aggregate <u>\$2,000,000</u> Products/Completed Operations Aggregate
Employer's Liability:	\$1,000,000 Each accident \$1,000,000 Disease each employee \$1,000,000 Disease Policy Limit
Worker's Compensation:	Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.

Provider agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policy coverages except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the State of Florida. Provider's certificate of insurance is attached as **Exhibit C**.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance comply with the requirements of this Agreement.

All of Provider's insurance coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include a waiver of subrogation in favor of the Authority.

## 9.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

Provider specifically acknowledges its obligations to comply with section 119.0701, Florida Statutes, with regard to public records, and must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide Authority a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS RD, STE 8671, FT. MYERS, FLORIDA 33913, [publicrecords@flylcpa.com](mailto:publicrecords@flylcpa.com); <http://www.flylcpa/publicrecords>**

Provider acknowledges that some information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

- 1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.
- 2) Building Plans - Provider further acknowledges that section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of the Florida Public Records Law.
- 3) Airport Security and Fire Safety Systems - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions relating directly to or revealing such systems or information, and all meetings or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "security or fire safety system plan" also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person or organization, without Authority's prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

#### **10.0 AIRPORT SECURITY REQUIREMENTS (if required)**

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required under this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA/TSA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

#### **11.0 AMENDMENTS OR MODIFICATIONS**

This Agreement will not be altered in its terms or conditions by any oral agreement or representation, but may be amended, in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement signed by the Parties.

#### **12.0 SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected and will remain valid and enforceable. Neither Party may assign this Agreement or any of its rights and obligations to any person, form or corporation, without the prior written consent of the other, which consent will not be unreasonably withheld,

provided that either Party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.

### **13.0 PUBLIC ENTITY CRIMES**

Per section 287.133(3) (a), Florida Statutes, the Authority hereby notifies Provider of the provisions of section 287.133(2) (a), which prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction of a public entity crime from contracting to provide products or services to a public entity and from being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00.

The prohibitions listed in 287.133 apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list. Provider must notify Authority if it or any of its suppliers have been placed on the Convicted Vendor List during the term of the Agreement.

### **14.0 SCRUTINIZED COMPANIES**

The Authority will have the option to immediately terminate the Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under section 287.135(5) Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Provider certifies through entering into this Agreement that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a proposal under section 287.135, Florida Statutes.

### **15.0 E-VERIFY**

Provider certifies it has registered and is using the U.S. Department of Homeland Security's E-Verify Program (Program) for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter into this Agreement. Provider further agrees to provide Authority with proof of such registration within thirty (30) days of the date of this Agreement. Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- (1) All persons employed by Provider during the term of this Agreement.
- (2) All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and

subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with this section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

## **16.0 CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Non Discrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Provider and subcontractors through the completion of the Agreement.

## **17.0 TITLE VI LIST OF PERTINENT NON DISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this Agreement, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## **18.0 NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE**

During the performance of this Agreement, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by



the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **19.0 ACCEPTANCE**

Acceptance of this Agreement is indicated by the signature of the duly authorized representative of the parties in the space provided. The undersigned representative of Provider warrants and certifies to Authority that Provider is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature affixed below. Provider agrees that electronic signatures are true and valid and agrees to be bound to the same extent as that of an original signature. Furthermore, any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. Electronic signature must be of sufficient quality to be legible electronically or when printed in hardcopy.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

JOHNSON CONTROLS, INC.

By:   
Carlos Miller, MGM

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

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

ATTEST: KEVIN KARNES  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form for the Reliance  
of Lee County Port Authority Only

By: \_\_\_\_\_  
Lee County Port Attorney's Office

**EXHIBIT A**  
**SCOPE OF WORK**

Provider offers a broad selection of HVAC systems and related services. Supplier will provide the Equipment, Products, or Services as stated in their proposal submitted under RFP #070121.

Products and Services available through contract 070121-JHN are as follows:

- Heating
- Ventilation
- Air Conditioning
- Build controls

**EXHIBIT B**  
**PRICE SHEET**

#070121-JHN Johnson Controls Pricing  
HVAC SYSTEMS AND RELATED SERVICES

<b>Product/Service</b>	<b>Discount Type</b>	<b>Discount</b>
Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: includes subcontracts, assessments, tools, management, general requirements, engineering services and surveys	Mark up over cost	Cost + 35%
Miscellaneous or parts that do not have a NALP or List Price in JCI Pricing tools	Mark up over cost	Cost + 35%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP) Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP) Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
Johnson Controls Terminal Units (Variable Air Volume (VAV) & Fan Coil Unit (FCU))	Discounts from List Price	List Price less 55%
Johnson Controls Commercial Unitary Equipment (Series 5, Series 40, Series 100)	Discounts from List Price	List Price less 55%
Johnson Controls DDC Metasys	Discounts from List Price	List Price less 55%
Johnson Controls Security Solutions Products	Discount from List Price	List Price less 15%
Johnson Controls Fire Protection Products	Discount from List Price	List Price less 15%
Johnson Controls Labor associated with Installs,	Discount from JCI Local Branch Published Street	JCI Local Branch Published Street

retrofits & Services	Labor Rates	Rate less 10%
Johnson Controls Sustainable Infrastructure Labor	Discount from Published Sustainable Infrastructure Street Labor Rates	Sustainable Infrastructure Published Street Rate less 10%
Preventative Service Agreements (PSA)	Discount from JCI Local Published Street Labor Rates	List Price less 5%
Digital Solutions - OpenBlue Subscriptions	Discount from JCI List Price	5% Discount off JCI List Price
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction	Mark up over cost	Cost Plus 35%

#### Pricing Notes:

1. All labor rates are based upon standard hours.
2. Overtime rates(after hours, Saturday, Sunday): 1.5 x standard labor rates
3. Overtime rates(Holidays): 2 x standard labor rates
4. Per diem rates: Based upon location and job role to be provided
5. Minimum charge of 4 hours for all overtime work
6. Local published street labor rates may be updated at the discretion of JCI
7. Mileage – Standard rates apply for service calls calculated from branch to job site
8. If List Price or NALP is not available in JCI pricing tool use cost + 35%
9. All quotes shall meet the minimum discount percentages listed above.
10. For quoted service (L&M) where a proposal has been requested, depending upon scope, either a fixed price/lump sum, or time and material will be utilized.
11. All quotes will be in accordance with the discounts listed above.

#### Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcwell Agreement.

## EXHIBIT C

## CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.certrequest@marsh.com CN101230596-5-23-24*		<b>CONTACT NAME:</b> Chad Mennella <b>PHONE (AG, No. Ext.):</b> (866) 966-4664 <b>FAX (AG, No.):</b> <b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com	
<b>INSURED</b> Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Old Republic Insurance Company NAIC # 24147 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		CHI-010093755-04		REVISION NUMBER: 6	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSTR	TYPE OF INSURANCE	ADDL	INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MMZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMPROP AGG \$ INC IN GEN AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTS 313946-23 (Excludes New Hamp) MWTS 313949-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (CH & WA)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lee County Port Authority is included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.							

CERTIFICATE HOLDER	CANCELLATION
Lee County Port Authority 11000 Terminal Access Road Suite 8671 Fort Myers, FL 33913-8213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA LLC 

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN101230596

LOC #: Milwaukee



# ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH USA LLC.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.A./L. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

### WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

### PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certificate holder and any other person or organization, BUT ONLY to the extent required by written contract.

### ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

### ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

### ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

### LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

### NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC; AKLeTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Elpac Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Bulize) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Ocolys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC; Senelco Iberia, Inc.; Sensomatic Asia/Pacific, Inc.; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic USA LLC; ShopperTrek International Investment LLC; ShopperTrek RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.A./L.; Tyco International Management Company, LLC; Vbionic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

ACORD 101 (2008/01)

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