<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>COMMODITY CODE</th>
<th>ITEM DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>1.00000</td>
<td>EA</td>
<td>28549</td>
<td>Lamps, Miscellaneous (Not Otherwise Classified)</td>
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**TAX EXEMPTION INFORMATION**

- **STATE TAX EXEMPTION NUMBER**: 83-00-76277660-8
- **FEDERAL EXCISE TAX EXEMPTION NUMBER**: 59-74-0344K
- **EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST**

**NOTES TO VENDOR:**

1. To receive payment, Vendor's Legal Name; Address, & TIN/FIN on its Invoice must be exactly as it is on its bid/quote/ response AND in the County's VMS system @ [https://pbgovwv.co.palm-beach.fl.us/webapp/vms/AllSelfService](https://pbgovwv.co.palm-beach.fl.us/webapp/vms/AllSelfService). Failure to comply, may result in a delay in payment.
2. To receive payment by credit card, contact the Clerk & Comptroller’s Office via email @ phcpaymentrequests@palmbeachclerk.com.
3. Unless agreed to otherwise, the County’s Standard Terms & Conditions located at @ [http://discover.pbgov.com/Purchasing](http://discover.pbgov.com/Purchasing) are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.
4. Unless agreed to otherwise, the County’s Federal Standard Terms & Conditions for goods or services purchased with Federal funds located at @ [http://discover.pbgov.com/Purchasing](http://discover.pbgov.com/Purchasing) are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.

**ORDER TOTAL**

- **164,135.00**
The Department of Airports requests pre-payment to Trane (TRAN0083) in the amount of one hundred and sixty-four thousand one hundred and thirty-five dollars and zero cents ($164,135.00).

Based on our expertise and a comprehensive search of the market place, Trane is the only provider which meets the essential requirements of the department, for the installation of Evergreen UV lights for the air handling system currently installed at PBI in both the terminal and other buildings, and, to the best of our knowledge, no other company can duplicate. The Evergreen UV lights must be installed on the entering side of the cooling coils in each air handling unit to enhance life safety protection by increasing air sanitation for employees and passengers. The lights must be installed in the following locations: AHUs 1BT2, 17-22, AND 38-42

With the demonstrated risk of covid-19 traveling through ventilation systems it is necessary to procure twelve (12) Evergreen (UV) Lights from Trane as they clean the air, not just what is on the coil.
# Invoice

**Invoice Number:** 76000742

**Invoice Date:** 22-OCT-2020

**Customer No.:** 96483

**Reference No.:** 1632140

**Internal Account:** 1632140

**Payment Terms:** IMMEDIATE

**Payment Due Date:** 22-Oct-2020

**Discount Date:**

<table>
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<th>Shipping Method</th>
<th>Tracking No.</th>
<th>Freight Terms</th>
<th>Bill of Lading</th>
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</tbody>
</table>

### Sold To

**PALM BEACH COUNTY COMMISSIONER**

**PO BOX 4036**

**WEST PALM BEACH, FL 33402**

**UNITED STATES**

### Ship To

**PALM BEACH COUNTY COMMISSIONER**

**1000 TURNAGE BLVD**

**WEST PALM BEACH, FL 33406**

**UNITED STATES**

### Sales Order

**SALES ORDER:** 16916

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**Order Date:** 16916

**Ship Date:**

**Purchase Order:** 1632140

---

Please pay
EMP-RR-50244138

Sincerely,
# Resource Requests/Task Assignments

COVID-19    Last Updated: 10/22/2020 10:57:59

## Incident Name
COVID-19

### Date/Time
10/22/2020 09:47:15

### Tracking #
RR-5024138

## Requestor

### Requesting Position
PBC Ops Transportation Unit - PBIA

## Primary Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization / Department</th>
<th>Primary Phone</th>
<th>Alternate Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHAUNA LAROSE</td>
<td>AIRPORTS, MAINTENANCE</td>
<td>5614717472</td>
<td>5615681244</td>
<td><a href="mailto:SLAROSE@PBIA.ORG">SLAROSE@PBIA.ORG</a></td>
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## Secondary Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization / Department</th>
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<tr>
<td>URAH MCCALLA</td>
<td>AIRPORTS, MAINTENANCE</td>
<td>5614717493</td>
<td>5613125814</td>
<td><a href="mailto:UMCCALLA@PBIA.ORG">UMCCALLA@PBIA.ORG</a></td>
</tr>
</tbody>
</table>

## Request/Task Details

### Mission Name
12 UV-C BULB INSTALLATIONS FOR AIR HANDLING UNITS AT PBI

### Detailed Description
REMOVAL OF 12 EXISTING TITANIUM DIOXIDE MESH IN AIR HANDLING UNITS (AHUS) WHICH HAS EXCEEDED ITS USEFUL LIFE. REMOVAL OF UV BULBS AND INSTALLATION OF UV-C BULBS WHICH ELIMINATE THE NEED FOR MESH REPLACEMENT TO EFFECTIVELY AND EFFICIENTLY STERILIZE RECIRCULATED AIR TO PROTECT PASSENGERS AND EMPLOYEES FROM THE SPREAD OF INFECTIOUS CONTAGIONS. ACCOUNTING LINE 1160 120 CV01 4900. VENDOR CODE TRAN0083.

## Resource Details

<table>
<thead>
<tr>
<th>Resource Requested</th>
<th>Unit of Measure</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Commodities</td>
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<td>1</td>
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</table>

## Coordinating Instructions
REMOVAL OF 12 EXISTING TITANIUM DIOXIDE MESH IN AIR HANDLING UNITS (AHUS) WHICH HAS EXCEEDED ITS USEFUL LIFE. REMOVAL OF UV BULBS AND INSTALLATION OF UV-C BULBS WHICH ELIMINATE THE NEED FOR MESH REPLACEMENT TO EFFECTIVELY AND EFFICIENTLY STERILIZE RECIRCULATED AIR TO PROTECT PASSENGERS AND EMPLOYEES FROM THE SPREAD OF INFECTIOUS CONTAGIONS. ACCOUNTING LINE 1160 120 CV01 4900.

## Delivery Location

PALM BEACH INTERNATIONAL AIRPORT
3700 BELVEDERE RD
BUILDING D - WAREHOUSE
WEST PALM BEACH FL 33406
DELIVERY CODE 1202

Point of Contact: SHAUNA LAROSE
Phone Number: 5614717472
Cell Number: 56515681244

## Assignment Details

### Priority
Priority (12 hrs.)

### Date/Time Due
10/22/2020 22:13:00

### Time Completed

### Status
PO Required

### Assigned To
PBC Log Procurement Unit Leader

### Community Lifeline
(Select)

## Attachments
### Purchasing Information

**Vendor:**
**Vendor Code:**
**Address:**

**Point of Contact:**
**Phone Number:**

**Comments:**

**Purchase Order #:** OFMB Emergency Budget
**Account #:**

### Deployments

<table>
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<tr>
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<th>Resource</th>
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<tbody>
<tr>
<td></td>
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</table>

**Deployment Total:** 0

### Comments

<table>
<thead>
<tr>
<th>Position</th>
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<tr>
<td>HTC Log Procurement Unit Vendor</td>
<td>Kristin A. Merrett</td>
<td>561-815-6829</td>
<td>10/23/2020</td>
<td>Assigned to Leelah Parsons</td>
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### Finance

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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total Medicare Owed:** NA

**Net:**
Evergreen UV Lights Installation

Prepared for:

PBIA
Department of Airports Administration Office
846 Palm Beach International Airport
West Palm Beach, FL 33406

Attn: Yahiia Musa & Shawna Larose

October 22, 2020

Trane is pleased to offer this proposal to provide and install Evergreen (UV) Lights based on surface area in the Air Handling Units (AHUs) referenced below. The UV lights will be installed on the entering side of the cooling coils in each AHU. This proposal reflects a “Turnkey Project” and includes the necessary: Equipment, Materials, Installation Labor, Subcontracts, Project Management and Supervision. Our pricing and proposal is further defined by the following installation, scope of work.

<table>
<thead>
<tr>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHU-1BT2</td>
</tr>
<tr>
<td>AHU-17</td>
</tr>
<tr>
<td>AHU-18</td>
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<tr>
<td>AHU-19</td>
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<td>AHU-20</td>
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<td>AHU-21</td>
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<tr>
<td>AHU-22</td>
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<tr>
<td>AHU-38</td>
</tr>
<tr>
<td>AHU-39</td>
</tr>
<tr>
<td>AHU-40</td>
</tr>
<tr>
<td>AHU-41</td>
</tr>
<tr>
<td>AHU-42</td>
</tr>
</tbody>
</table>
1. During an agreed upon time period, Trane will shut down and electrically tag-out the existing equipment/AHUs to be worked on.
2. Removal of existing mesh and existing UV lights in any of the AHUs necessary.
3. Provide and install Evergreen (UV) Lights in each of the AHUs, multiple UV lights.
4. Provide and install all necessary electrical components and materials (ie; transformers, electrical whips and wire)
5. Start up and verify operation of UV Lights by Trane Factory Certified Technician, upon completion of the installation.
6. One-year warranty on new equipment parts and labor.
7. An extra (2) sets of UV Bulbs for each AHU are included in this price. Total of (3) sets provided— (1) to be installed, (2) as spares.

**Not Included**

- Overtime or premium time labor. (Project is priced to be performed primarily during normal weekday business hours).
- Permit fees. Cost from municipality to be passed through to owner.
- Engineered drawings of any kind. (Should not be required)
- Building automation, chiller plant controls, components, relays, programming, integration, piping, wiring or associated labor of any kind other than described above.
- Any fire alarm related controls, piping, wiring, components, permits, inspections, fees or fire protection of any kind.
- Any additional upgrades to the existing electrical service. (Other than those described above in installation scope)
- Provisions for temporary cooling of any kind.
- Any changes or additions to the scope of work as described above, including any building code upgrades required by the Building Department and not included in the above scope of work.

**Pricing and Acceptance:**

| Total Price for Mechanical Installation Scope as Specified Above | $964,135.00 |

We appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact us if you have any questions or concerns.

Sincerely,

Nicole Albarano
Energy Services and Controls

Amar Sukhai
Turnkey Account Manager

James Desousa
Account Executive

This proposal is valid for 30 days from the date of proposal.

**COVID-19 NATIONAL EMERGENCY CLAUSE**
The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontracts, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

**CUSTOMER ACCEPTANCE**

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: CAC0023485

**TERMS AND CONDITIONS – QUOTED SERVICE**

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. **Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or consent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in no event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, negotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation

3. **Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the effective date of cancellation. If Customer is not in compliance with the terms of this Agreement, Company shall be entitled to terminate this Agreement at any time without notice. If termination occurs, Customer shall remain liable for all amounts due and payable under this Agreement up to the date of termination.

5. Services Fees and Taxes. Fees for the Services (the "Services Fee") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and after-hours services shall be billed separately according to the time prevailing at the time of service. Company shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions in the event of non-payment.

6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to assess rollover fees or penalties for late payment. Customer shall pay all amounts due, plus any applicable taxes, including but not limited to sales taxes and local levies, in accordance with the terms of this Agreement.

7. Customer's Obligations. Customer shall cooperate with Company and provide all necessary information and access to its facilities to enable Company to perform the Services. Customer shall provide all necessary access to its facilities, including access to other facilities as required. Customer shall ensure that all necessary permissions and approvals are obtained from any third parties.

8. Performance. Company shall perform the Services in accordance with the terms of this Agreement. Customer shall cooperate with Company to ensure that the Services are performed in a timely and efficient manner. Customer shall provide all necessary access to its facilities, including access to other facilities as required. Customer shall ensure that all necessary permissions and approvals are obtained from any third parties.

9. Customer's Obligations. Customer shall: (a) provide reasonable and safe access to the Covered Equipment and areas where the Services are to be performed; (b) ensure that all necessary permissions and approvals are obtained from any third parties; (c) cooperate with Company to ensure that the Services are performed in a timely and efficient manner; and (d) ensure that all necessary access to its facilities, including access to other facilities as required, is provided.

10. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for, or liable to Customer for, any damages, losses, or expenses suffered by Customer in any way connected with, related to, or arising from any of the following: (a) any defect, fault, or failure in the performance of the Services; (b) any breach of warranty or representation by Company; (c) any act or omission of Company or any of its employees, agents, or subcontractors; (d) any act or omission of any third party; or (e) any failure or malfunction of any equipment or facility provided by or on behalf of Company.

11. Limited Warranty. Company warrants that the materials and services provided under this Agreement are free from defects in material and workmanship for a period of one year from the date of installation, except as otherwise specified in this Agreement. This warranty does not apply to any repairs or replacements performed by Company after the original installation.

12. Indemnity. Company shall indemnify and hold harmless Customer and its employees, officers, directors, and agents from and against any and all claims, losses, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with the performance of this Agreement.
13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERATOR, REFRIGERANT LOSS, PROPERTY LOSS, INJURY OR DEATH TO THE PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED TO OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE SERVICES UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAP IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer will be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Customer shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability $2,000,000 per occurrence
Automobile Liability $5,000,000 CSL
Workers Compensation
Statutory Limits

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one (1) year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States federal government, determination of any substantive issue of law shall be according to the United States federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a party thereto. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.


19. U.S. Government Contracts. The following provisions apply only to direct sales by Company to the U.S. Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5 (c)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provisions apply only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.210-8, 52.222-26, 52.222-35, 52.222-36, 52.222-39, 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer, in accordance with the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Any information not provided by Customer will be deemed to be a breach of this Agreement. If any information submitted by Customer is determined to be false, inaccurate or not complete, Company may terminate this Agreement and retain any and all payments made to Customer under this Agreement. In the event of termination, Customer shall immediately cease all work under this Agreement and shall forthwith return all supplies and equipment delivered and/or used hereunder, and pay all sums due and owing Company. Customer acknowledges and agrees that Company will be entitled to any remedies available at law or in equity, including but not limited to attorneys' fees and costs, to recover any damages or losses caused by Customer's breach of this Agreement.

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

1-10.48 (1114)
Supersedes 1-10.48 (0614)