

**AGREEMENT FOR
INSPECTIONS, REPAIRS AND SERVICES FOR LEE COUNTY FIRE SPRINKLER
SYSTEMS-ANNUAL**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Johnson Controls Fire Protection, LP, a Florida Limited Partnership, whose address is 6600 Congress Ave, Boca Raton, FL 33487, and whose federal tax identification number is 58-2608861, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase inspections, repairs and services for Lee County fire sprinkler systems from the Vendor in connection with "Inspections Repairs and Services for Lee County Fire Sprinkler Systems - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180388JJB on March 29, 2019 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on May 29, 2019; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 28 of the Scope of Work and Specifications of Solicitation No. B180388JJB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180388JJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for a one-year period with an option to extend this agreement, as specified in the Scope of Work and Specifications, upon

written approval of both the County and Vendor at the time of renewal for three (3) additional one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit A, Scope of Work and Specifications, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County, 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 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 County, all public records in possession of Vendor 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended).
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jason Williams
Title: Total Service Manager
Address: 6450 Metroplex Dr.
Ft. Myers, FL 33966
Telephone: 239-939-4456
Facsimile: 239-939-7537
E-mail: Jason.williams@jci.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Johnson Controls Fire Protection, LP

Signed By: H Pabon

Signed By: [Signature]

Print Name: Heather Pabon

Print Name: Jason Williams

Title: TSM

Date: 6/26/19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Acting CHAIR

DATE: 9/11/19

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

VER 03-05-19

SCOPE OF WORK AND SPECIFICATIONS FOR B180388JJB, INSPECTIONS, REPAIRS AND SERVICES FOR LEE COUNTY FIRE SPRINKLER SYSTEMS -ANNUAL

1. GENERAL SPECIFICATIONS

- 1.1 The County is seeking to enter into an Agreement with qualified Vendor(s) to provide inspection services, fire sprinkler installations, repairs, monitoring, testing services and all other incidentals to the County on an "as needed" basis.
- 1.2 The Vendor shall furnish all labor, equipment, supervision, transportation, materials, tools, supplies, vehicles, equipment including operators, laborers, superintendents and all other incidentals necessary to provide fire sprinkler systems services to the County in accordance with the terms and conditions of this specification.
- 1.3 The inspections, maintenance, certifications, repairs and testing shall be in accordance with all applicable NFPA standards, Florida Administrative Code 69A-46.001-69A46.041, The Life Safety Code and the Building Construction and Safety Code. All work shall be inspected by the Safety Fire and Health compliance office and the County Facilities Construction and Management Department to ensure compliance with all applicable NFPA standards. Any maintenance, repairs, certifications, inspections and testing that is performed by the Vendor and found not to be in compliance with the appropriate NFPA standards shall be grounds for non-performance.

2. TYPES OF SERVICE

- 2.1 The general types of services required of the Vendor shall include inspecting, testing, labeling and maintenance and repair of systems as required/needed. Work shall be performed at various County locations (additional locations may be added and the price bid shall apply to additional systems of like configuration). Services to be performed by the Vendor shall be in accordance with these specifications.

3. PROPRIETARY/NON-PROPRIETARY MATERIALS

- 3.1 The County shall be notified that the equipment is proprietary when the quote is received.
- 3.2 If an existing system is proprietary, the correct manufacturer's parts must be used for any repairs and a trained/certified (if applicable) repairperson must be used for the installation to ensure system cohesiveness and to retain any applicable warranty.

4. VENDOR RESPONSIBILITIES

- 4.1 The Vendor(s) shall be held responsible for the on-site supervision, and scheduling of services as directed by the Lee County Environmental Health and Life Safety Department via Outlook Calendar.
- 4.2 The Vendor(s) shall be responsible of notifying the County in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.
- 4.3 All services performed under the terms of this Agreement shall comply with the regulations of the Division of State Fire Marshal, State of Florida, as they pertain to fire sprinklers, standpipes and fire pump systems. Guidelines established by the National Fire Protection Association shall be followed during the inspection and repairing.
- 4.4 The Vendor(s) shall have qualified certified individuals, properly trained and equipped with all the necessary tools and equipment to make inspections, adjustments and repairs/replacements to the brands herein.

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- 4.5 Vendor(s) must have sufficient number of personnel and equipment to perform the work at the job site. The Vendor(s) shall not store any equipment or other items at any County facility.

5. REPLACEMENT PARTS

- 5.1 All Sprinklers/Standpipes/Fire Pumps systems parts replaced (therefore deemed un-repairable) shall be returned for inspection to the appropriate Lee County Environmental Life Safety Department (ELS) Shop Representative, within seven (7) calendar days after date of service. The County reserves the right to only pay for parts requiring replacement. All damaged parts returned shall be grouped and noted by site location to aid in service tracking.

6. SCHEDULING: QUARTERLY INSPECTION

- 6.1 The Vendor(s) shall be given a service schedule by the authorized County Representative of each appropriate area. These lists shall be generated by Facilities Construction and Management as needed/required.

7. SERVICE REQUIREMENTS

- 7.1 The Vendor shall inspect all fire Sprinklers/Standpipe/Fire Pump systems in the County in accordance with NFPA 13, NFPA 20, NFPA 25, the edition adopted by the Florida State Fire Marshal Office and the schedule stated in this agreement. All services performed under the terms of this agreement shall comply with the regulations of the State Fire Marshal and the State of Florida, as they pertain to Fire Sprinklers/Standpipes/Fire Pumps. Guidelines established by manufacturer and the National Fire Protection Association shall be followed during the inspection. The Vendor shall notify the authorized County Representative of the appropriate area, at least 72 hours in advance of date systems are to be serviced. Automatic sprinkler systems shall be inspected and/or serviced on a quarterly schedule.

- 7.2 The Vendor shall be required to re-certify code compliant (at time of installation) systems and shall inspect each system every three (3) months.

- 7.3 The Vendor shall immediately notify the authorized County Representative of appropriate area, concerning an emergency, weekend, or after hours' service, or any other problem related to fire sprinkler, standpipe, or fire pump system at any County facility.

8. HOURS OF SERVICE

- 8.1 As all units are utilized daily, inspection times shall be limited to a general time frame of Monday-Friday (5:00a.m.-7:00p.m.) local Eastern Standard Time.

- 8.2 Weekday Prices for labor shall apply for services provided during Monday-Friday (5:00a.m.-7:00p.m.) local Eastern Standard Time (excluding holidays).

- 8.3 Evening/Weekend prices for labor shall apply for services provided during Monday-Thursday (7:01p.m.-4:59a.m.) and Friday-Monday (7:01p.m.-4:59a.m.) local Eastern Standard Time.

- 8.3.1 Note: All flow tests (sounding of bells) must be conducted prior to 5:00 a.m. or after 5:30 p.m. local Eastern Standard Time or testing could be scheduled in advance with the authorized County representative.

- 8.4 Inspections shall not be permitted on any County holidays. The ELS Shop shall set specific dates and times for all inspections. This information shall be shared via our Outlook calendar with Vendor.

9. SERVICE SCHEDULE

- 9.1 The Vendor shall perform a complete inspection of all fire sprinklers/standpipes/fire pump systems at each of the County facilities. A copy of the inspection report shall be placed in the onsite binder and submitted via email to the Lee County Environmental Life Safety Department (ELS) shop supervisor.

10. AUTOMATED SPRINKLERS/STANDPIPE SYSTEMS/FIRE PUMP

- 10.1 Inspect automatic Sprinklers/Standpipe systems every three (3) months.
- 10.2 Inspect Fire Pump annually and quarterly check/run Fire Pump with visual inspection.
- 10.3 Prepare an itemized list of repairs, update requirements or other items necessary to meet required code compliance. This shall include the total cost of all equipment, parts and labor charges to bring the unit into code compliance standards. Approval to proceed with repairs must be obtained from the authorized County representative. This estimate must be included with the inspection report.

11. TAGGING/LABELING SPRINKLER/STANDPIPE/FIRE PUMP SYSTEMS

- 11.1 The Vendor shall insure that all fire sprinklers/standpipes/fire pump systems are of the proper rating, condition and are properly installed and tagged as required by the National Fire Protection Association and Florida Administrative Code 69A-46.001-69A.041. The Vendor shall furnish a durable tag or label for each sprinkler/standpipe/fire pump showing the required servicing data, including date of the quarterly inspection. Cost of tag or label shall be included in inspection and/or service charge of bid price.

12. ACTIVITIES INCLUDED IN RATE FOR STANDARD INSPECTION SERVICES

12.1 INSPECTIONS:

- 12.1.1 Visual inspection of all equipment to determine condition.
- 12.1.2 Visual inspection of all protected areas to determine conformity with installation standards or generally accepted practices.

12.2 TESTING:

- 12.2.1 Water Supply (main-drain) tests
- 12.2.2 Water Flow alarm tests
- 12.2.3 Supervisory tests
- 12.2.4 Trip tests of dry, pre-action and deluge systems (as required)
- 12.2.5 Cross-connection and pressure-loss tests of back-flow prevention devices (annually)
- 12.2.6 Fire pump operational and performance tests-part of pump test (as required)
- 12.2.7 Low-air, priming water, detection system tests
- 12.2.8 Inspect Fire Pump Annually and Quarterly run Fire Pump with visual inspection

12.3 MAINTENANCE:

- 12.3.1 Lubricate all control valves.
- 12.3.2 Replace missing Fire Department Connection caps, as needed.
- 12.3.3 Drain all low points of dry or pre-action systems.
- 12.3.4 Replace missing valves signage (excluding hydraulic data plates), as necessary.
- 12.3.5 Replace any damaged or outdated gauge including 3-way valve if necessary.
- 12.3.6 PIV (Post Indicating Vales): lubricated so that it opens and closes, Assure tamper on PIV is signaling to the FACP. Remove and replace any County-supplied locks on PIV as needed if rusted or unable to open.

12.4 REPORTING:

- 12.4.1 Detailed inspection reports prepared for each site shall be placed in onsite binder.
- 12.4.2 Site name, date inspected, inspector's name, on-site representative name
- 12.4.3 "Yes", "No" or "Not Applicable" responses to items prescribed by NFPA-25.
- 12.4.4 Pressure readings and test results.

- 12.4.5 Description of all adjustments or no-cost repairs made while on site.
- 12.4.6 All items requiring repair or replacement listed under "Repair Items"
- 12.4.7 All other issues of conformance with installation codes or generally accepted practices listed under "Installation Code Observations".

13. FIRE SPRINKLER SYSTEM INSPECTION, TESTING, CERTIFICATION AND REPAIR

- 13.1 All sprinkler heads, fire pumps, control valves (all types), pressure reducing valves, all pipes from the post indicating valve (P.I.V.) to the building systems, hoses and hose cabinets, hanging brackets, gauges, fire department connections, water gongs, flow alarm and tamper devices, drains, spare sprinkler heads and cabinet with wrench, hydraulic name plates, backflow prevention assemblies, all related equipment and accessories (exceptions: underground piping beyond the P.I.V. valve) shall be inspected and tested (if applicable) to insure proper operation and the readiness of the system. This shall include a flow test on systems with roof manifolds (if applicable) with the water flow: ___ GAL @ ___ PSI's, static pressures and residual pressures all recorded.
- 13.2 This agreement shall include all repairs and changes deemed necessary by the Fire Marshal (AHJ) having jurisdiction for that building in question. This agreement shall include changing the sprinkler configuration as needed. For example, due to the moving of walls or changing interior layouts, in order to conform to code requirements.
- 13.3 The Vendor shall apply all National Fire Protection Association (NFPA) Standards and all local building codes that may apply. This test shall include the quarterly and annual items recommended for sprinkler system certification and NFPA-72 which includes only flow alarms and tamper switches.

14. NEW OR REPLACEMENT FIRE SPRINKLER SYSTEM INSTALLATION

- 14.1 Vendor(s) shall provide a quote to the County to submit their pricing for any new fire sprinkler system. The quote shall be itemized by the number of work hours per classification and by the cost of parts, materials, equipment and engineering services. Lump sum estimates shall not be accepted. The County reserves the right to reject a quote when such action is determined to be in the County's best interests, and obtain the required services from another source of supply.

15. WORK COMPLETION

- 15.1 All requested work shall be completed in accordance with all federal, state and local codes.
- 15.2 The Vendor shall perform quarterly and annual inspections of the water based and pre-action fire suppression (plumbing, valves, sprinklers, electronics, etc.) systems in each of the locations identified per the maintenance area identified by the County Representative.

16. NOTIFICATION

- 16.1 The Vendor shall notify the authorized County Representative of appropriate area, or designee at least seventy-two (72) hours in advance of date sprinklers are to be serviced.
- 16.2 The Vendor shall email the County Representative the following information:
 - 16.2.1 Daily updates on all emergency calls (by 2:30 p.m. Eastern Time Monday- Friday, except County holidays)
 - 16.2.2 Weekly update for all contracted projects (by 2:30 p.m. Eastern Time Thursday)

17. SALVAGE RIGHTS

- 17.1 The County shall have the salvage rights if requested for all parts and material that are removed from each project.

18. RECORD OF SERVICE

- 18.1 The Vendor shall maintain records which identify fire sprinklers/standpipe/fire pump systems which are pressure tested during the period of this agreement as required by the State fire regulations. It shall be the responsibility of the Vendor to make follow-up calls as often as necessary to perform the required service. Any costs regarding the Fire Marshall's permanent record shall be included in the bid price.

19. NON-EMERGENCY RESPONSE TIME

- 19.1 The Vendor shall respond to regular service calls within the same day, or at such an interval or schedule as mutually agreed upon by the Vendor and the County.
- 19.2 The Vendor shall be responsible for responding to routine service calls within seven (7) days without charge.
- 19.3 The Vendor shall respond to all non-emergency quarterly inspection service requests within two (2) days after notification.

20. EMERGENCY RESPONSE TIME

- 20.1 Vendor shall respond to an emergency within two (2) hours after notification by the authorized County representative. All maintenance work required shall be completed within twenty four (24) hours after notification. The authorized County representative shall be notified immediately of any repairs requiring additional time. For the purpose of this agreement, an emergency is defined as any condition(s), which is a threat to health, welfare or the safety of people and/or property, or a condition that shall affect an essential service(s) as determined by the authorized County representative(s). Before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, Vendor shall provide goods and services to the County on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency, which threatens public health and safety, as determined by the County.
- 20.2 The Vendor agrees to provide, rent, sell, or lease all goods and services required by the County on a first priority basis. The County expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. The Vendor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

21. EMERGENCY SERVICES

- 21.1 The Vendor shall be required to be available twenty-four (24) hours a day, seven (7) days a week. Payment for this service shall be in accordance with prices bid. All labor costs shall be prorated into quarter hours. Only time on job-site shall be invoiced. Vendor's authorized personnel shall sign in and out of facility with security or designated person.

22. LOCATIONS

- 22.1 The Vendor shall perform required certification, maintenance and repairs to Fire Sprinklers Systems and their components/Standpipe Systems, their components/Fire Pumps, and their components located within County/County-run facilities throughout the geographical boundaries of Lee County, Florida. Submitting a bid validates that the Vendor understands and accepts providing services throughout Lee County, Florida and agrees to do so for the prices the Vendor submits.
- 22.2 The County reserves the right to add or delete locations for service at any time based on the County's needs. No amount of work is guaranteed upon the execution of an Agreement.

23. PRICING

23.1 **Labor Rate-** Labor provided by the Vendor shall be billed to the County, based on the hourly rates bid on the bid schedule. The hourly rate bid shall include full compensation for labor, equipment use, travel time, and any other cost (including overhead) to the Vendor. The County shall only pay fair market prices for labor.

23.2 The Vendor shall inspect, certify, test fire sprinkler systems at a per riser cost, as specified herein.

23.3 Hourly labor rates, as bid, shall include full compensation for labor of work performed for the required installation of repair parts. Hourly labor rates shall apply only to the installation of repair parts as itemized during the Vendor's inspection.

23.4 Labor rates as bid for installation of repair parts shall apply regardless of when the work is performed.

23.5 **Material Markup-** The County reserves the right to furnish materials to the Vendor(s). If the Vendor is required to provide materials for the service(s), the County shall be billed the Vendor's invoice price paid for the items plus the percentage markup awarded.

23.6 Vendor's material/part invoices shall be provided upon request by the County. The County shall pay fair market prices for materials. The County reserves the right to audit Vendor's invoices from the manufacturer for materials used in performance of this Solicitation.

23.7 **Material Quality-** All items must be of commercial grade in order to satisfy operational performance. The County reserves the right to set the standard of quality for materials for a given job. All materials used shall be manufactured by a company acceptable to the County. The Vendor shall have in stock the most commonly used system components.

24. **LIST OF MANUFACTURERS**

24.1 The following manufacturers listed below are currently utilized by the County:

<u>Sprinkler Heads</u> - Viking Supply, Reliable, Tyco, Globe
<u>Sprinkler Parts and Pipe CPVC</u> - Spears
<u>Sprinkler Parts and Pipe Steel</u> - Argco
<u>Fire Pumps and Associated Parts</u> - Aurora, Reedy Buffalo, Fairbanks Morse, Briggs, Peerless, Bell & Gossett
<u>Backflow Preventers and Associated Parts</u> - Wilkins, Febco, Ames, Conbraco, Watts
<u>Jockey Pumps</u> - Grundfos
<u>Fire Hose and Cabinets</u> - American, Larsen
<u>Valves and Valve Parts</u> - Beeco, Brecco, Nibco, Central, Vitaulic
<u>Gauges</u> - Arco
<u>FDC and PIV Connections</u> - Mueller
<u>Tampers and Flows</u> - Potter, System Sensors
<u>Hydrants</u> - Mueller, American Standard
<u>American Standard</u> - Hydrants
<u>Gauges</u> - Reliable Arco
<u>Strainers, Meters</u> - Protectus III

25. **ACCEPTANCE**

25.1 The material delivered under this agreement shall remain the property of the Vendor until accepted to the satisfaction of the County. The materials are to be in compliance with the terms and specifications herein, and be of the highest quality. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

26. DELIVERY

- 26.1 Terms of delivery shall include INSIDE DELIVERY, F.O.B. Destination, Ft. Myers, FL, to any county location as directed.
- 26.2 There shall be no minimum dollar amount required per purchase.
- 26.3 All delivery costs, materials, supplies, and freight shall be paid by the Vendor(s) at no cost to the County.

27. INVOICING

- 27.1 To make it easier and faster to receive payments please do the following:
- 27.1.1 Purchase order number must appear on the invoice.
 - 27.1.2 The quantity, item number, manufacturers name, list price and County's costs shall appear on the invoice. If all or part of the above information is missing from the invoice, payment can be delayed until the information can be located and verified.
- 27.2 Any invoice submitted as a result of the award of this solicitation shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted and shall not be accepted for multiple line purchase orders.
- 27.3 In order to verify material costs accurately the invoice shall be accompanied by the invoices from the Vendors supplier for the materials used in the project. All information necessary to accurately verify all costs incurred by the county shall accompany the Vendor's invoice. If the County cannot assess accurately the costs for any project, payment shall be held until the vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the material costs but if for some reason this cannot be done the County representative shall determine the cost of materials used for the project.

28. CONSUMER PRICE INDEX (CPI)

- 28.1 Rates may increase annually to a maximum of 4% or per the CPI Index, whichever is less. The CPI Index to be utilized shall be the CPI-All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made.
- 28.2 The request to increase rates must be made in writing to the Lee County Procurement Management Department and supported by detailed justification which warrants the requested increase. The Consultant shall submit its written request at least (60) calendar days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Consultant's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase.
- 28.3 Failure by the Vendor to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year shall be forfeited

END OF SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: April 15, 2019

Solicitation No.: B180388JJB

Solicitation Name: Inspections, Repairs and Services for Lee County Fire Sprinkler Systems - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1) QUESTIONS/ANSWERS:


1.	Is the annual forward flow inspection to be included in the annual backflow inspection pricing?
Answer	Yes, the annual forward flow inspection shall be included in the annual backflow inspection pricing. The forward flow inspection shall be in conjunction with the rest of the backflow inspection requirements.
2.	Would you please provide a definition of Sprinkler System?
Answer	All Life Safety Fire Sprinkler Systems include fire sprinkler pipe, risers, stand pipes, heads, PIV, Tamper, SOSY, pressure gauges, Fire Pumps, Fire Backflows, all fire sprinkler parts pieces and components as they pertain to Lee County Maintained Facilities (not all facilities have fire pumps and/or fire backflows). The Vendor shall inspect, certify, test fire sprinkler systems at a per riser cost.
3.	The bid form does not include a space for pricing or quantity for the pre-action, dry, or deluge systems, which are referenced. Would you be able to provide that info?
Answer	The County has only one pre-action system currently, which is located at the new Emergency Operations Center. Please refer to the Revised Bid Schedule attached to this addendum for pricing on pre-action/dry/deluge systems quarterly and annually.
4.	The strainers are listed under the list of manufacturers. Is the annual strainer inspection to be included? If so, we would need quantity.
Answer	No, it is not to be included. Currently, the County does not have any fire backflows that have strainers.
5.	On item #1 of the Bid/Proposal Form, this is described as the Quarterly Fire Sprinkler Inspection. Would we list the price per quarterly inspection or would we include the price for all 3 quarterly inspections?
Answer	Please list the price <u>per</u> quarterly inspection, not all 3.

2) ATTACHMENTS:

1) REVISED BID SCHEDULE

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



Procurement Analyst, Jason Bezal
Lee County Procurement Management

PROCUREMENT MANAGEMENT BID/PROPOSAL FORM



COMPANY NAME:

SOLICITATION: B180388JJB, Inspections, Repairs and Services for Lee County Fire Sprinkler Systems -Annual

The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s). REMINDER: In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Section 1-Base Bid

Item #	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1	Inspection, Fire Sprinkler System, Quarterly	475	EA.		\$ -
2	Inspection, Fire Sprinkler System, Annually	475	EA.		\$ -
3	Fire Hydrant Inspection, Annually	35	EA.		\$ -
3	Inspection, Standpipe Hose/Cabinet, Quarterly	20	EA.		\$ -
4	Inspection, Standpipe Hose/Cabinet, Annually	20	EA.		\$ -
5	Inspection/Re-Racking, Fire Hose, Annually	1	EA.		\$ -
6	Hydrostatic Test, Fire Hose	2	EA.		\$ -
7	5 Yr. Obstruction Investigation & Fire Department Connect (FDC) Backflush	475	EA.		\$ -
8	Test, Fire Pump Flow, Annually	40	EA.		\$ -
9	Check/Run Fire Pump, Quarterly	40	EA.		\$ -
10	Test, Inspection of Fire System Backflow, Annually	475	EA.		\$ -
11	Inspection of Pre-Action/Dry/Deluge Systems, Quarterly	1	EA.		\$ -
12	Inspection of Pre-Action/Dry/Deluge Systems, Annually	1	EA.		\$ -
13	Repair/Installation Hourly Labor Rate	750	Hours		\$ -
14	Material Markup (Vendor's invoice price plus %) <input type="checkbox"/> NOTE: Percentage must be a whole number such as 5%. Any offer with a fraction of a percentage such as 7.5% will not be accepted, and will be considered a non-responsive bid. <input type="checkbox"/> The cost of materials shall be based on the Vendor's invoice price plus percentage bid, as specified. A mark-up on sales tax will not be allowed. Supporting documentation (i.e. quotes, receipts, invoices, etc.) will be required.	\$1,000.00	%		\$ -

Base Bid Total: \$ -

****Quantities are not guaranteed. Final payment will be based on actual quantities.**

BASE BID TOTAL:

(Use Words to Write Total)

Section 2-Alternate Bid Items

Pricing for Alternate Bid Items listed below will not be used to determine award, however such pricing will become part of the Vendor's contract and shall follow terms, conditions, and provisions of the solicitation and associated contract documents.

15	Repair/Installation Hourly Labor Rate (evening/weekend)*	Hourly Rates	
16	Labor for Supervision	Hourly Rates	
17	Emergency Trip Charge	Hourly Rates	



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: April 24, 2019

Solicitation No.: B180388JJB

Solicitation Name: Inspections, Repairs and Services for Lee County Fire Sprinkler Systems - Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. BID SCHEDULE:

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project Download Documents section on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.

Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. QUESTIONS/ANSWERS:

1.	On multi-story buildings, are you considering each floor control assembly a sprinkler riser?
Answer	Yes, the County is defining each floor control assembly as a riser.
2.	In review the bid, we also noticed that the estimated quantity of the fire system backflow is 475, which is the same as the amount of Fire Sprinkler Systems. Typically, a building will have 1 fire backflow at each location. Would you be able to please confirm the quantity of fire backflows?
Answer	The Bid Schedule attached has been updated to show the revised estimated quantities for this annual project.


3. ATTACHMENT:

1) Revised Bid Schedule / Proposal Form

- a. Provided under Download Documents Section of project webpage

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL
REMAIN THE SAME.


Procurement Analyst, Jason Bezak
Lee County Procurement Management

PROCUREMENT MANAGEMENT

BID/PROPOSAL FORM - ADDENDUM #2



COMPANY NAME:

SOLICITATION: B180388JJB, Inspections, Repairs and Services for Lee County Fire Sprinkler Systems -Annual

The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s). REMINDER: In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Section 1-Base Bid

Item #	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1	Inspection, Fire Sprinkler System, Quarterly	360	EA.		\$ -
2	Inspection, Fire Sprinkler System, Annually	120	EA.		\$ -
3	Fire Hydrant Inspection, Annually	35	EA.		\$ -
4	Inspection, Standpipe Hose/Cabinet, Quarterly	20	EA.		\$ -
5	Inspection, Standpipe Hose/Cabinet, Annually	20	EA.		\$ -
6	Inspection/Re-Racking, Fire Hose, Annually	1	EA.		\$ -
7	Hydrostatic Test, Fire Hose	2	EA.		\$ -
8	5 Yr. Obstruction Investigation & Fire Department Connect (FDC) Backflush	120	EA.		\$ -
9	Test, Fire Pump Flow, Annually	40	EA.		\$ -
10	Test, Inspection of Fire System Backflow, Annually	75	EA.		\$ -
11	Inspection of Pre-Action/Dry/Deluge Systems, Quarterly	1	EA.		\$ -
12	Inspection of Pre-Action/Dry/Deluge Systems, Annually	1	EA.		\$ -
13	Repair/Installation Hourly Labor Rate	750	Hours		\$ -
14	Material Markup (Vendor's invoice price plus %) NOTE: Percentage must be a whole number such as 5%. Any offer with a fraction of a percentage such as 7.5% will not be accepted, and will be considered a non-responsive bid. The cost of materials shall be based on the Vendor's invoice price plus percentage bid, as specified. A mark-up on sales tax will not be allowed. Supporting documentation (i.e. quotes, receipts, invoices, etc.) will be required.	\$1,000.00	%		\$ -

Base Bid Total: \$ -

**Quantities are not guaranteed. Final payment will be based on actual quantities.

BASE BID TOTAL:

(Use Words to Write Total)

Section 2-Alternate Bid Items

Pricing for Alternate Bid Items listed below will not be used to determine award, however such pricing will become part of the Vendor's contract and shall follow terms, conditions, and provisions of the solicitation and associated contract documents.

15	Repair/Installation Hourly Labor Rate (evening/weekend)*	Hourly Rates	
16	Labor for Supervision	Hourly Rates	
17	Emergency Trip Charge	Hourly Rates	

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM OF AWARD

- 1.1 The Vendor shall be responsible for furnishing and delivering to the County the materials and services on an "as needed basis" for a one-year (1) period. There may be an option to extend this agreement as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award shall be determined by the lowest *Base Bid Total* of the most responsive, responsible and qualified Vendor(s), meeting all bid specifications.
- 2.2 It is the County's intent to award to a pool of qualified Vendors that meet all bid specifications.
- 2.3 Vendors are required to bid on **ALL** items in the **Base Bid (Section 1)** and **Alternate Bid Items (Section 2)**. Vendors are required to provide a **Material Markup Percentage**.
- 2.4 Should a Vendor not bid on all items in Section 1 & 2 the Vendor may be deemed non-responsive.
- 2.5 Prices shall include all shipping, transportation, fuel, supervision, equipment, set-up services, and related items necessary to complete the work in accordance with this solicitation.

3. MASTER AGREEMENT NOTICE

- 3.1 This is a "Master" agreement, which is not for any specific project. Work to be performed under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.
- 3.2 Each Purchase Order must not exceed \$200,000.00.
- 3.3 Any Purchase Order \$25,000.00 or less may be awarded to any vendor holding a valid contract under this bid, and able to meet the required schedule.
- 3.4 Any Purchase Order over \$25,000.01, but less than \$200,000.00, the County will request quotes from a minimum of three (3) Vendors holding a valid contract under this solicitation. The Vendor with the lowest price and that can meet the schedule will be awarded the Purchase Order. In the event that less than three (3) Vendors hold a valid contract under this solicitation, quotes will be obtained from all Vendors under contract.
- 3.5 The County retains the right to select any Vendor to whom a multiple-vendor award has been made, when deemed in its best interest and at the County's sole discretion.
- 3.6 The County retains the right to separately and competitively bid any and all job estimates greater than \$200,000.00.
- 3.7 The Vendor shall provide quotes for all products and services as requested by the County. The County's request for a quote does not authorize or otherwise guarantee issuance of a Purchase Order for the work.
- 3.8 The Vendor's quote for each Purchase Order negotiated shall provide, at a minimum:
- 3.8.1 Project Detailed Scope of Work
 - 3.8.2 Itemized pricing

3.9 Term: Number of calendar days to complete the Purchase Order. If omitted, the default schedule shall commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days.

3.10 Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance must provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.

3.11 The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each purchase order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

4 PERMITS/CERTIFICATION FEES

4.1 The County shall reimburse the Vendor for all permit fees necessary for the prosecution of the work throughout the agreement term. Reimbursement for permits shall be at cost with no markup, upon receipt of submitted permit documentation.

4.2 All certification/re-certification fees shall be billed to the County at cost with no markup.

5 LICENSES

5.1 It shall be the responsibility of the Vendor to obtain, at no additional cost to the County, any and all licenses and/or surveys required for providing these services and maintain such for the term of the contract. These licenses shall be readily available for review by the County upon request.

6 LOCAL VENDOR'S PREFERENCE

6.1 The County Local Vendor's Preference Ordinance No. 00-10 as amended by Ordinance Nos. 08-26 and 17-16 is applicable to the award process for this project.

7 REQUIRED SUBMITTALS

7.1 Vendor is requested to provide with bid submittal the following items. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. The County further reserves the right to approve or reject materials provided as part of the required submittal documentation. Failure to provide requested submittal documents in a timely manner or receive County approval of provided documentation, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

7.1.1 The Vendor shall submit a copy of their current occupational license. This license must be valid at the time of the bid opening and remain valid continuously throughout the term of the Agreement with the County inclusive of any renewals.

7.1.2 The Vendor shall submit a copy of all applicable licenses and certifications issued by the State of Florida Division of State Fire Marshal, and any other county or city licenses required to do the work detailed in this solicitation.

7.1.3 The Vendor shall submit a copy of current permits, from the Division of State Fire Marshal, that have been issued to each of their employees who shall perform services for the County under the terms of this Agreement.

VER 03-05-19

- 7.1.4 Vendor shall demonstrate proof, in the form of a letter from you Surety Company, of the ability to obtain a Public Payment and Performance bond in a minimum amount of \$200,000.00.

End of Special Conditions

**EXHIBIT B
FEE SCHEDULE**

Section 1 – Base Items			
Item #	Description	Unit of Measure	Unit Price
1	Inspection, Fire Sprinkler System, Quarterly	EA.	\$115.00
2	Inspection, Fire Sprinkler System, Annually	EA.	\$285.00
3	Fire Hydrant Inspection, Annually	EA.	\$65.00
4	Inspection, Standpipe Hose/Cabinet, Quarterly	EA.	\$40.00
5	Inspection, Standpipe Hose/Cabinet, Annually	EA.	\$95.00
6	Inspection/Re-Racking, Fire Hose, Annually	EA.	\$50.00
7	Hydrostatic Test, Fire Hose	EA.	\$175.00
8	5 Yr. Obstruction Investigation & Fire Department Connect (FDC) Backflush	EA.	\$350.00
9	Test, Fire Pump Flow, Annually	EA.	\$250.00
10	Test, Inspection of Fire System Backflow, Annually	EA.	\$140.00
11	Inspection of Pre-Action/Dry/Deluge Systems, Quarterly	EA.	\$115.00
12	Inspection of Pre-Action/Dry/Deluge Systems, Annually	EA.	\$325.00
13	Repair/Installation Hourly Labor Rate	Hours	\$95.00
14	Material Markup (Vendor's invoice price plus %). The cost of materials shall be based on the Vendor's invoice price plus percentage bid, as specified. A mark-up on sales tax will not be allowed. Supporting documentation (i.e. quotes, receipts, invoices, etc.) will be required.	%	15%
Section 2-Alterate Items			
15	Repair/Installation Hourly Labor Rate (evening/weekend)*	Hourly Rates	\$130.00
16	Labor for Supervision	Hourly Rates	\$95.00
17	Emergency Trip Charge	Hourly Rates	\$100.00

EXHIBIT C

INSURANCE REQUIREMENTS



LEE COUNTY
SOUTHWEST FLORIDA

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent Vendors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C

INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. "*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general Vendor to ensure that all sub Vendors comply with all insurance requirements.

End of Insurance Guide Section



Lee County Procurement Management
Signatory Authorization Affidavit

Date: 6/26/19 Company Name: Johnson Controls Fire Protection ("Company")

AUTHORIZATION: The Affiant warrants the truth and accuracy of this Affidavit to statements hereinafter made. The Affiant acknowledges that it is of critical importance that the individuals signing legally binding documents on the Company's behalf possess the authority to bind the Company so that both parties are bound by the terms of said documents. The Affiant further acknowledges that the Lee County Board of County Commissioners ("County") reserves the right to request supporting documentation regarding signatory authorization, at any time, and a document will be rejected, if it does not comply exactly with the signature authorization requirements.

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President or CEO
- LLC: Managing Member, if manager-managed LLC or Member, if member-managed LLC
- Sole Proprietor: Owner
- An individual authorized to sign on the Company's behalf as evidenced by internal Company documentation delegating signing authority to that individual. Please attach internal Company documentation, if applicable.

All signatures on this Affidavit must be wet, non-electronic and non-digital original signatures. If you have more than four Authorized Signatories, please duplicate this page. A wet, non-electronic and non-digital original signature is required on each page. The following individuals are hereby authorized, as representatives of the Company identified above, to sign and execute legally binding documents on behalf of the Company.

Authorized Signatory Name	Title
<u>Jason Williams</u>	<u>Total Service Mgr</u>

By executing this Affidavit, I hereby authorize the individuals shown above to sign and execute legally binding documents on behalf of the Company. I further acknowledge that it shall be the sole responsibility of the Company to provide an updated Signatory Authorization Affidavit, upon any change in signatory authorization, to the County, Attention: Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901.

[Signature] Total Service Mgr. June 26, 2019
(Signature of Affiant) (Title: President, CEO, Managing Member, Member, Owner) (Date)

Jason Williams
(Printed Name of Affiant)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 26th day of June

20 19 who produced the following as identification Self
(type of identification and number or personally known)
Karen S. Sayers Karen S. Sayers GG 059862
Notary Public Signature Printed Name of Notary Public Commission Number/Expiration

