

**AGREEMENT FOR
Fire Sprinkler Inspection, Testing, Repair, and Installation**

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 Total Fire Protection, Inc., a Michigan corporation authorized to do business in the State of Florida, whose address is 5610 Zip Drive Ft. Myers, FL 33905, and whose federal tax identification number is 38-2998963, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase inspection, testing, repair, and installation services for fire sprinkler systems through Lee County facilities from the Vendor in connection with "Fire Sprinkler Inspection, Testing, Repair, and Installation." (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210350NAT on September 14, 2021 (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 February 24, 2022; 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 thru 10 of the Scope of Work and Specifications of B210350NAT, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A.. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210350NAT, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. 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.

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. The Vendor shall indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.
- C. 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, PRRCustodian@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.

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any

order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. 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.

XVI. 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven

(7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

- I. 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:		County's Representatives:		
Name:	<u>Chad Burns</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Sales</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>5610 Zip Dr.</u>	Address:	<u>P.O. Box 398</u>	
	<u>Ft. Myers, FL. 33905</u>		<u>Fort Myers, FL 33902</u>	
Telephone:	<u>727-288-7208</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>N/A</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>cburns@totalfire.biz</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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:

Signed By: 

Print Name: Charlene Gillette

TOTAL FIRE PROTECTION, INC.

Signed By: 

Print Name: Ryan Goossens

Title: President

Date: 3/29/2022



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
CHAIR

DATE: 12-11-22

Cecil Pendegrass

ATTEST:
CLERK OF THE CIRCUIT COURT
Kevin Karnes, Clerk

BY: 

DEPUTY CLERK

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

BY: 
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide all labor, materials, permits, inspections and re-inspection fees, tools, equipment, transportation, insurance, supervision and incidental items essential for the inspection, testing, maintenance, repair, and installation of fire sprinkler systems and components in all County facilities. Vendor shall complete all work in accordance with respective National Fire Protection Association (NFPA) standards, Florida Fire Code, Florida Building Code, and any other applicable standard, law, or code by the Authority Having Jurisdiction (AHJ)

2. DETAILED SPECIFICATIONS

2.1. STANDARD FOR THE INSPECTION, TESTING, AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS

2.1.1. Vendor shall provide inspection, testing, maintenance and repair of all fire sprinkler systems in accordance with NFPA 25, Florida Fire Code, Florida Building codes, and any other applicable codes, laws or ordinances.

2.2. STANDARD FOR THE INSTALLATION OF FIRE SPRINKLER SYSTEMS

2.2.1. Vendor shall provide inspection, testing, maintenance and repair of all fire sprinkler systems in accordance with NFPA 13, Florida Fire Code, Florida Building codes, and any other applicable codes, laws or ordinances.

2.3. STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS

2.3.1. Vendor shall provide inspection, testing, maintenance and repair of all fire sprinkler systems in accordance with NFPA 14, Florida Fire Code, Florida Building codes, and any other applicable codes, laws or ordinances.

2.4. STANDARD FOR THE INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION

2.4.1. Vendor shall provide inspection, testing, maintenance and repair of all fire sprinkler systems in accordance with NFPA 20, Florida Fire Code, Florida Building codes, and any other applicable codes, laws or ordinances.

3. REPORTING

3.1. Vendor shall use all applicable NFPA reporting forms per NFPA 25 for inspection, testing, and maintenance of system components. These reports include but are not limited to:

- 3.1.1. Form 25-13 (Form for Inspection, Testing, and Maintenance of Fire Sprinkler Systems)
- 3.1.2. Form 25-14 (Form for the Inspection, Testing, and Maintenance of Standpipe and Hose Systems)
- 3.1.3. Form 25-20 (Form for Inspection, Testing, Maintenance of Fire Pumps)
- 3.1.4. Form 94-106A (Report of Inspection, and Testing of Water Based Fire Protection Systems)

3.2. Vendor shall be responsible for submitting report to the AHJ, tagging equipment, and providing a copy of the report to Lee County Facilities Construction and Management Life Safety Supervisor.

3.3. All reporting shall conform to NFPA, Florida Fire Code, Florida Building Code, and any other applicable law, ordinance, or regulation including, Federal, State, or Local AHJ.

3.4. Vendor shall maintain an ongoing service log of all repairs and maintenance for each location serviced during the entirety of the agreement and any extensions agreed to by the County and Vendor.

4. REPAIRS

4.1. Repairs needed that are outside of the auspices of maintenance and inspections shall be handled in the following manner:

4.1.1. Situations that affect the continued operation of the system:

4.1.1.1. Contact the appointed County designee immediately to discuss before technician leaves the site. County designee will evaluate the needs and determine if emergency repair is warranted while technician is on site.

4.1.2. Situations that require repair but are not threats to the system operation:

4.1.2.1.1. Vendor shall submit a proposal to the County for completion of repairs. Repairs shall not be done until a Purchase Order has been provided to the Vendor for the respective repairs.

4.2. All systems shall be left in normal operating condition: This shall include resetting. If for any reason this cannot be accomplished, the County designee shall be notified immediately before the technician leaves the site.

4.3. Upon approval for corrective action, any modifications, relocations, additions, or deletions, work shall follow all applicable NFPA, Federal, State, and local laws, ordinances, codes, rules, and regulations that applicable to the work.

5. **REPLACEMENT PARTS**

5.1. All sprinklers/standpipes/fire pumps systems and component parts replaced (deemed unrepairable) shall be returned to the Lee County Environmental Life Safety Department, or it's designee as requested by the Department. All parts returned shall be grouped and marked by site location to aid in the service tracking of systems.

5.2. All parts and equipment not requested to be returned to the County shall become the responsibility of the Vendor to dispose of in a legal manner.

6. **COMMENCEMENT OF WORK AND SCHEDULING**

6.1. No work shall be commenced without the issuance of a purchase order provided by the County.

6.2. Once a purchase order is received, the Vendor shall work with the County designee to schedule all work to be done under the Purchase order.

6.3. No work shall commence before authorization has been given by the County designee.

7. **HOURS OF SERVICE**

7.1. 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.

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

7.3. 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.

7.4. Holiday prices for labor shall apply for services provided on any County observed Holiday, whether it be on the direct day of the holiday or the observed day of the holiday.

7.5. Note: All tests that result in activation of fire alarm devices (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 designee.

7.6. Inspections shall not be permitted on any County holidays unless prior approval has been received from the County.

8. **EMERGENCY REPAIRS**

8.1. Vendor shall respond to emergency requests within 30 minutes of receipt of request. Response to site location of emergency shall be determined between County and Vendor at the time of requested response.

8.2. All emergency repair work shall be invoiced as stated below.

8.2.1. Emergencies during Regular Hours shall be invoiced at regular rate as found in the bid schedule.

8.2.2. Emergencies during Evening and Weekends shall be invoiced at the Evening and Weekend Rate as found in the Bid Schedule.

8.2.3. Emergencies during Holidays shall be invoiced at the Holiday Rate as Found in the Bid Schedule.

9. **BACKGROUND CHECKS**

9.1. All Vendor's personnel working on Lee County Property shall be subject Florida Department of Law Enforcement Background check as well as National Crime Information Center Background check before work can begin.

9.2. Vendor personnel shall be subject to the above background checks on an annual basis.

9.3. County will work with Vendor to schedule background checks with the appropriate departments.

9.4. Vendor shall at all times maintain adequate personnel to perform the work who have cleared the background check process.

10. **ESCORTING**

10.1. At all times Vendor shall be with an escort, designated by the County, while performing the work.

End of Scope of Work and Specifications Section

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. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the County Fire Sprinkler Inspection, Repair, and Installation services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

- 2.1. It is the intent of the County to award to a library of qualified, responsible, and responsive Vendors that meet all bid specifications.
- 2.2. The County reserves the right to award to Vendors in the best interest of the County and at the County's sole discretion.
- 2.3. Vendors shall bid all line items of the bid schedule as found on Form 1a. This shall be inclusive of line items 1,2,3,6,7,8 & 9. Line items 4 & 5 shall remain as written. Failure to bid all line items may deem Vendor as Non-Responsive at the discretion of the Procurement Management Department.

3. BOND/SURETY

- 3.1. Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 18-22.
 - 3.1.1.A Bid Bond is not required for this solicitation package.
- 3.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/Vendor. This shall ensure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/Vendor performance under such Contract.
 - 3.2.1.A public Payment and Performance bond must be properly executed, by the Surety Company and Vendor, and recorded with the Lee County Clerk of Court, prior to release of any Purchase Order that meets the requirements of a project needing a Performance & Payment Bond. At the time of solicitation issuance, any singular project that exceeds \$200,000 shall require a Performance & Payment Bond in accordance with the regulations stated herein. Such threshold may change as Florida Statute, Lee County Ordinance, and/or Lee County Policy changes.
 - 3.2.2.A Clean Irrevocable Letter of Credit or Cash Bond may be accepted by the County in lieu of the Public Payment and Performance Bond.
 - 3.2.3.Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
 - 3.2.4.Personal Checks are not acceptable to Lee County as a Bid or Bond Security.
- 3.3. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.
 - 3.3.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

4. **MASTER AGREEMENT NOTICE:**

- 4.1. 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.
- 4.2. A Purchase Order shall be issued by the County before commencement of any Work related to this Agreement. Vendor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Agreement and no minimum charge shall be applied to any work given to Vendor by County.
- 4.3. County reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, etc...

5. **INDIVIDUAL PROJECT AWARDS**

- 5.1. Any project/task order with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid, and able to meet the required schedule.
- 5.2. Any project/task order \$50,000.01 or greater, shall be quoted by a minimum of three (3) Vendors holding a contract under this solicitation. If there are fewer than three (3) Vendors holding a valid contract, then all Vendors shall quote the project/task. When quotes are requested, the Vendor's submission shall be based on unit prices contracted, or lower. The quote shall not list any prices that are higher than the contracted price. Award of the project shall be made to the Vendor holding a valid contract under this solicitation, with the lowest quoted price, and able to meet the project schedule.
- 5.3. The County reserves the right to bid separately and competitively any and all jobs estimates greater than \$200,000.00

6. **SERVICES TERM/COMPLETION TIMEFRAME**

- 6.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall be determined by the County designee at the time work is scheduled.
- 6.2. Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance shall require the Vendor to provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.
- 6.3. 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.

7. **INVOICING**

- 7.1. The Vendor shall provide detailed invoices to the County on a schedule to be agreed upon by the Vendor and the County. The information provided on each invoice shall include, but is not be limited to:
 - Purchase Order number;
 - Staff members name;
 - Staff members role;
 - Total hours worked;
 - Vendor's established hourly rate from Fee Schedule;
 - Material Cost plus mark up, and
 - Invoice total

- 7.2. Vendor shall supply any information necessary to accurately verify all costs incurred by the County and such shall accompany the Vendor's invoice. If the County cannot accurately assess the costs for any project, payment shall be withheld until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify material costs, but if for some reason this cannot be done the County representative shall determine the cost of the material.
- 7.3. Materials that the Vendor has in stock and not specifically purchased for a County project does not need to have back-up attached unless the County deems the cost of the item to be substantial. When the County so deems the cost to be substantial, the County will request the back-up for the item in question.
- 7.4. The County reserves the right to waive price verification of material only, when and as deemed in its best interest and at its sole discretion.

8. PERMITS

- 8.1. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits and fees to be paid by the Vendor to complete work under this Agreement. This section and associated clauses does not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
 - 8.1.1. *Permits as required shall be responsibility of Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>*
- 8.2. Unless otherwise specified herein, the Vendor shall secure and pay for all permits, impact fees, and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Vendor.
- 8.3. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 8.4. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 8.5. Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

9. BID SCHEDULE

- 9.1. Vendor is requested to provide labor rates for inspection technician, and repair/installation technician. Labor rates shall be fully loaded and inclusive of overhead, profit, benefits, etc. applicable to personnel rate.
- 9.2. Vendor is requested to provide percentage (%) mark-up on materials.
- 9.3. Equipment: Cost of all equipment rented or leased for use on a project under this solicitation shall be a pass through cost with no mark-up accepted.
- 9.4. Third Party Testing: All third party testing needed under this solicitation shall be a pass through cost with no additional markup accepted.
- 9.5. Quantities listed on Bid Schedule are estimations for the purpose of bid evaluation only. No work is guaranteed to Vendor and unit prices shall be used for all work granted to Vendor under this Agreement.

End of Special Conditions Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: October 14, 2021

Solicitation No.: B210350NAT

Solicitation Name: Fire Sprinkler Inspections, Repairs, and Installation

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. ATTACHMENT: Updated Bid Schedule

- a. The County has updated the Bid Schedule to capture adjustments to Equipment and Third-Party Testing details. The County requests the Vendor to utilize the updated Bid Schedule with their submission to capture these specification adjustments. As adjustments were made to County managed line items (4 & 5), in the event the Vendor fails to utilize the updated Bid Schedule, the County will automatically apply the updated details to the Equipment and Third Party Testing line item to the Vendor's Agreement.

2. **OPEN DATE/BIDS DUE EXTENSION**

From: October 19, 2021 @ 2:30 P.M.

To: October 26, 2021 @ 2:30 P.M.*

*Notice: The question deadline has passed. Extension of the opening date is not an extension of the question deadline. It is not the intent of the County to address late questions submitted for this project unless deemed in the best interest of the County and at its sole discretion. It remains the Contractor's responsibility to monitor the County website for any future addenda postings.

3. ARTICLE REVISIONS

- a. The following articles are hereby revised as and where indicated:

- i. 9.3 Equipment: Cost of all equipment rented or leased for use on a project under this solicitation shall be a pass through costs ~~with no mark-up accepted~~ plus a 10% mark-up applied to costs only. Mark-up shall not be applied to taxes.
- ii. 9.4 Third Party Testing: All third party testing needed under this solicitation shall be a pass through cost ~~with no additional mark-up accepted~~ plus a 10% mark-up applied to costs only. Mark-up shall not be applied to taxes.

4. QUESTIONS/ANSWERS

1.	What is the minimal increment of time that can be charged at a site? (1hr, half hour, quarter hour)
Answer	<u>Any increment of time can be billed for. Time should be converted from a fraction of the hour to a decimal. For example 14 min would be converted to .233 hours.</u>

2.	Invoicing: It is mentioned that the information will be provided "on" each invoice. Will attaching the information to the invoice be sufficient or will the requirements listed need to be physically on the invoice? Also, when referencing staff member name/role are you referring to the Vendor or County?
Answer	If information cannot be provided on invoice, it shall be summarized on invoice and back-up documents attached showing required breakdown. The invoice and attachments shall be in a single document file when submitted to the County. The reference of staff members name and role refer to the Vendors staff providing the service.
3.	Permits 8.5 Does the word "cost" refer to the time to submit and deliver permits by the vendor? If not how will the county compensate the vendor for the administrative time used?
Answer	No, "cost" refers to the actual cost of the permit only. It is assumed that the administrative cost for permitting is nominal, and overhead/administrative costs for this project are built into the fully loaded labor rates.
4.	9.3 Equipment: If there is no markup accepted, how will the county compensate the vendor for the administrative time used for ordering, scheduling, tracking, set up and return of the rental?
Answer	Please see the attached updated bid schedule. The County will accept a 10% markup to equipment that has been represented on the updated bid schedule.
5.	9.4 Third Party Testing: If there is no markup accepted, how will the county compensate the vendor for the administrative time used for processing and tracking of submission/ results?
Answer	Please see the attached updated bid schedule. The County will accept a 10% markup to third party testing that has been represented on the updated bid schedule
6.	If no compensation will be provided to the vendor, is the vendor able to exclude these items in their submission?
Answer	Vendor is not able to exclude items in their submission.
7.	Reporting: Will Vendor specific inspection reports satisfy the bid requirements or will the County require specific reports?
Answer	If Vendor's inspection report satisfies all requirements set out in the NFPA, then it shall be the decision of the County Life Safety Supervisor to determine if the reports are acceptable.
8.	Will an email copy of the inspection or access to reporting inspection portal satisfy the requirements?
Answer	Email reports and/or access to reporting systems may be accepted, it will be the decision of the County Life Safety Supervisor to determine at the time the work is scheduled with the Vendor.

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.

Page 2 of 3

Nick Trueblood

Nick Trueblood
Procurement Analyst Direct Line: 239-533-8836
Lee County Procurement Management



Lee County
Southwest Florida

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM ADDENDUM 1

COMPANY
NAME:

Total Fire Protection, Inc.

SOLICITATION: **B210350NAT Fire Sprinkler Inspection, Testing, Repair, and Installation**

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

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.

FIRE SPRINKLER INSPECTION, TESTING, REPAIR, AND INSTALLATION

TIME

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Inspection Technician	HR	3,120	\$	\$
2	Repair/Installation Technician	HR	1,560	\$	\$

MATERIALS

Item	Description	Unit of Measure	Estimated Material Cost	Mark-Up Percentage	Extended Amount
3	Materials Mark-up Extended amount = Estimated Material Cost x (1+mark-up percentage).	%	\$125,000.00	%	\$

BID SUMMARY

PROJECT TOTAL	\$
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**Quantities are not guaranteed. Final payment will be based on actual quantities

PROJECT TOTAL:

(Use Words to Write Total)

EMERGENCIES, EQUIPMENT, AND TESTING					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
4	Equipment	COST + 10% MARK-UP			
5	Third Party Testing	COST + 10% MARK-UP			
AFTER HOURS AND HOLIDAY RATES					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	
6	Inspection Technician Evening/Weekend Rate	HR	1	\$	
7	Repair/ Installation Technician Evening/Weekend Rate	HR	1	\$	
8	Inspection Technician Holiday Rate	HR	1	\$	
9	Repair/ Installation Technician Holiday Rate	HR	1	\$	

*Project Total used for evaluation purposes only. It is the County's intent to award to a library of qualified Vendors. The County reserves the right to award in the manner that is deemed in its best interest.

EXHIBIT B FEE SCHEDULE



PROCUREMENT MANAGEMENT DEPARTMENT

BID/PROPOSAL FORM

**COMPANY
NAME:**

TOTAL FIRE PROTECTION, INC.

SOLICITATION: B210350NAT Fire Sprinkler Inspection, Testing, Repair, and Installation

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

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.

FIRE SPRINKLER INSPECTION, TESTING, REPAIR, AND INSTALLATION

TIME

Item	Description	Unit of Measure	Unit Price
1	Inspection Technician	HR	\$ 79.00
2	Repair/Installation Technician	HR	\$79.00

MATERIALS

Item	Description	Unit of Measure	Mark-Up Percentage
3	Materials Mark-up Extended amount = Estimated Material Cost x (1+mark-up percentage).	%	15%

EMERGENCIES, EQUIPMENT, AND TESTING

Item	Description	
4	Equipment	COST + 10% MARK-UP
5	Third Party Testing	COST + 10% MARK-UP

AFTER HOURS AND HOLIDAY RATES

Item	Description	Unit of Measure	Unit Price	
6	Inspection Technician Evening/Weekend Rate	HR	\$110.00	
7	Repair/ Installation Technician Evening/Weekend Rate	HR	\$110.00	
8	Inspection Technician Holiday Rate	HR	\$110.00	
9	Repair/ Installation Technician Holiday Rate	HR	\$110.00	

*Project Total used for evaluation purposes only. It is the County's intent to award to a library of qualified Vendors. The County reserves the right to award in the manner that is deemed in its best interest.

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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 contractors, 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 FS 440 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."*



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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: March 29, 2022

STATE OF Michigan
COUNTY OF Kent



Signature
Ryan Goossens / President

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 29th day of March, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]



Signature, Notary Public

