

**AGREEMENT FOR VEHICLE FIRE SUPPRESSION SYSTEM  
INSPECTION, TESTING & SERVICES FOR LEETRAN**

**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 USSC Acquisition Corp., a Florida corporation, whose address is 101 Gordon Drive, Exton, PA 19341 and whose federal tax identification number is 47-4495315, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase inspection services of Lee County Transit's revenue fleet that utilizes on-board vehicle fire suppression systems from the Vendor in connection with "Vehicle Fire Suppression System Inspection, Testing & Services For LeeTran" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B220573LLP on September 9, 2022 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on November 23, 2022; and,

**WHEREAS**, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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 services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 4 of the Scope of Work and Specifications section of Solicitation # B220573LLP, 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. B220573LLP, 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 term of one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement in part, for a renewal term or terms not to exceed the initial Agreement terms of three (3) years. 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. 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](mailto: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 sub-

contracts 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 30 days.
- D. 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. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>		
Name:	<u>Jeff Krueger</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Vice President Field Operations</u>	Titles:	<u>County Manager</u>	<u>Procurement Management Director</u>
Address:	<u>101 Gordon Drive Exton, PA 19341</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>610/906-5495</u>	Telephone:	<u>(239) 533-2221</u>	<u>(239) 533-8881</u>
Facsimile:	<u>610/265-8327</u>	Facsimile:	<u>(239) 485-2262</u>	<u>(239) 485-8383</u>
Email:	<u><a href="mailto:jkrueger@usscgroup.com">jkrueger@usscgroup.com</a></u>	Email:	<u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></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

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

WITNESS:

**USSC ACQUISITION CORP.**

Signed By: Deanna Erdman

Signed By: Joseph F Mirabile

Print Name: Deanna Erdman

Print Name: Joseph Mirabile

Title: President and CEO

Date: 12/16/2022



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Brian Adams  
CHAIR

DATE: 2/24/25

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: Chris Jagodzinski

**CHRIS JAGODZINSKI**

DEPUTY CLERK

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

BY: Joseph Adams  
OFFICE OF THE COUNTY ATTORNEY

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

**1. GENERAL SCOPE**

- 1.1 Lee County Board of County Commissioners seeks to contract with a qualified Vendor to perform inspections of Lee County Transit's (LeeTran) revenue fleet that utilizes on-board vehicle fire suppression systems. Vendor shall be responsible for certification and repair of transit vehicle fire suppression systems. This agreement will be for transit vehicles only (See Fleet List, Appendix A) and will be serviced at the LeeTran facility located at 3401 Metro Pkwy, Fort Myers, FL 33901.
- 1.2 It is the County's intent to have all vehicle fire suppression systems tested and inspected every 6 and/or 12 months. Some buses require multi-year inspections. Vendor shall be responsible for certification and repair of transit vehicle fire suppression systems. Number of inspections are not guaranteed.
- 1.3 Vendor shall assume responsibility for complying with all applicable Federal, State, and local laws and regulations including, but not limited to, 29 Code of Federal Regulations (CFR) 1910, Florida State Regulations, Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA). The Vendor shall use only licensed personnel to perform work required by law to be performed by such personnel.

**2. ESTIMATED QUANTITIES**

- 2.1 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities or delete items, as required. Appendix A provides current LeeTran fleet; however, vehicles may be added and/or removed at any time throughout the contract term. Appendix A is provided as an example of current fleet only.

**3. DETAILED SPECIFICATIONS FOR FIRE SUPPRESSION TESTING, INSPECTION, AND MAINTENANCE**

- 3.1 Original Equipment Manufacturer (OEM) must certify or approve the Vendor to inspect and repair Amerex and/or Fogmaker Fire Suppression Systems.
- 3.2 The Amerex Modular Dry Chemical System must be serviced by an Authorized Amerex Technician that is trained and certified on the Amerex Modular Dry Chemical System and in accordance with National Fire Protection Association (NFPA) and any federal, state, and/or local code requirements. (See Amerex Manual, Appendix B).
- 3.3 Only Fogmaker North America (FMNA) and certified technicians shall service the Fogmaker North America system. (See FMNA Manual, Appendix C.)
- 3.4 In conjunction with the steps herein, the Vendor must follow all OEM guidelines for the inspection and service of the fire suppression system.
- 3.5 **Category 1: Amerex Inspections**
  - 3.5.1 The Vendor shall provide pricing for the inspections and service to maintain all Amerex Fire Suppression Systems located throughout the LeeTran fleet. All fire suppression systems must be inspected, as required by all applicable codes.
  - 3.5.2 Pricing for Amerex Inspection shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work, as required.
- 3.6 **Category 2: Amerex Recharging (All Parts & Labor Relating to Recharging Included)**
  - 3.6.1 The Vendor shall provide pricing to recharge and make repairs to Amerex Fire Suppression Systems as needed at time of recharging. Pricing for recharging shall include all labor and parts specific to recharging.
  - 3.6.2 All other parts required to complete repair must receive approval from authorized LeeTran personnel prior to completing repair. Required parts shall be provided at a Fixed Percentage Discount Rate from the Vendor's Retail Pricing List. For evaluation purposes the percentage offered must be multiplied by \$2000.
  - 3.6.3 There shall be no charge for travel time from the Vendor's facility to the County where any services are to be performed.
- 3.7 **Category 3: Fogmaker Inspections**

3.7.1. The Vendor shall provide pricing for the inspections and service to maintain all Fogmaker Fire Suppression Systems located throughout the LeeTran fleet. All fire suppression systems must be inspected, as required by all applicable codes.

3.7.2. Pricing for Fogmaker Inspection shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work, as required.

**3.8 Category 4: Fogmaker Recharging (All Parts & Labor Relating to Recharging Included)**

3.8.1 The Vendor shall provide pricing to recharge and make repairs to Fogmaker Fire Suppression Systems as needed at time of recharging. Pricing for refill/rebuild shall include all labor and parts specific to recharging.

3.8.2 All other parts required to complete repair must receive approval from authorized LeeTran personnel prior to completing repair. Required parts shall be provided at a Fixed Percentage Discount Rate from the Vendor's Retail Pricing List. For evaluation purposes the percentage offered must be multiplied by \$2000.

3.8.3 There shall be no charge for travel time from the Vendor's facility to the County where any services are to be performed.

**4. SPECIAL INSTRUCTIONS**

4.1 Upon initial service request by LeeTran, the Vendor shall respond within one (1) to two (2) business days and be on site within three (3) business days to start work on the service request.

4.2 Vendor shall provide daily updates on service activities, schedules, and completion dates to the LeeTran Operations Manager/Project Manager.

4.3 LeeTran requires each vehicle to be certified and inspected and to have a separate certification on file at LeeTran, provided to the Project Manager.

4.4 Vendor shall obtain and adhere to all LeeTran's security requirements and departmental policies, laws and regulations while performing work.

4.5 Vendor vehicles must have the company name clearly marked on the exterior of the vehicle while on Lee County property.

*End of Scope of Work and Specifications Section*

APPENDIX A

**LeeTran Fleet List for Amerex System**

UNIT #	VEHICLE MAKE	YEAR	SYSTEM	MODEL #
425	GILLIG LOW FLOOR	2010	AMEREX	V25
429	GILLIG LOW FLOOR	2010	AMEREX	V25
450	GILLIG LOW FLOOR	2021	AMEREX	V25
451	GILLIG LOW FLOOR	2021	AMEREX	V25
452	GILLIG LOW FLOOR	2021	AMEREX	V25
453	GILLIG LOW FLOOR	2021	AMEREX	V25
454	GILLIG LOW FLOOR	2021	AMEREX	V25
455	GILLIG LOW FLOOR	2021	AMEREX	V25
503	GILLIG HYBRID DIESEL	2010	AMEREX	V25
504	GILLIG HYBRID DIESEL	2010	AMEREX	V25
505	GILLIG HYBRID DIESEL	2011	AMEREX	V25
506	GILLIG HYBRID DIESEL	2011	AMEREX	V25
508	GILLIG HYBRID DIESEL	2013	AMEREX	V25
509	GILLIG HYBRID DIESEL	2013	AMEREX	V25
510	GILLIG HYBRID DIESEL	2013	AMEREX	V25
511	GILLIG HYBRID DIESEL	2013	AMEREX	V25
512	GILLIG HYBRID DIESEL	2013	AMEREX	V25
513	GILLIG HYBRID DIESEL	2013	AMEREX	V25
514	GILLIG HYBRID DIESEL	2013	AMEREX	V25
515	GILLIG HYBRID DIESEL	2013	AMEREX	V25
516	GILLIG HYBRID DIESEL	2013	AMEREX	V25
517	GILLIG HYBRID DIESEL	2013	AMEREX	V25
518	GILLIG HYBRID DIESEL	2013	AMEREX	V25
519	GILLIG HYBRID DIESEL	2013	AMEREX	V25
520	GILLIG HYBRID DIESEL	2013	AMEREX	V25
521	GILLIG HYBRID DIESEL	2013	AMEREX	V25
522	GILLIG HYBRID DIESEL	2013	AMEREX	V25
523	GILLIG HYBRID DIESEL	2013	AMEREX	V25
524	GILLIG HYBRID DIESEL	2013	AMEREX	V25
525	GILLIG HYBRID DIESEL	2013	AMEREX	V25
526	GILLIG HYBRID DIESEL	2013	AMEREX	V25
527	GILLIG HYBRID DIESEL	2013	AMEREX	V25
528	GILLIG HYBRID DIESEL	2013	AMEREX	V25
529	GILLIG HYBRID DIESEL	2013	AMEREX	V25
675	GILLIG LOW FLOOR	2012	AMEREX	V25
928	GILLIG HYBRID	2012	AMEREX	V25
929	GILLIG HYBRID	2012	AMEREX	V25

### LeeTran Fleet List for FOG MAKER System

UNIT #	VEHICLE MAKE	YEAR	SYSTEM	PA SIZE
201	FORDM	2015	FOGMAKER	4L
202	FORDM	2015	FOGMAKER	4L
203	FORDM	2015	FOGMAKER	4L
204	FORDM	2015	FOGMAKER	4L
205	FORDM	2015	FOGMAKER	4L
206	FORDM	2016	FOGMAKER	4L
207	FORDM	2016	FOGMAKER	4L
208	FORDM	2016	FOGMAKER	4L
209	FORDM	2016	FOGMAKER	4L
210	FORDM	2016	FOGMAKER	4L
211	FORDM	2016	FOGMAKER	4L
212	FORDM	2016	FOGMAKER	4L
213	FORDM	2016	FOGMAKER	4L
214	FORDM	2016	FOGMAKER	4L
215	FORDM	2016	FOGMAKER	4L
216	FORDM	2016	FOGMAKER	4L
217	FORDM	2016	FOGMAKER	4L
219	FORDM	2016	FOGMAKER	4L
220	FORDM	2016	FOGMAKER	4L
221	FORDM	2018	FOGMAKER	4L
222	FORDM	2018	FOGMAKER	4L
223	FORDM	2018	FOGMAKER	4L
224	FORDM	2018	FOGMAKER	4L
225	FORDM	2018	FOGMAKER	4L
226	FORDM	2018	FOGMAKER	4L
227	FORDM	2018	FOGMAKER	4L
228	FORDM	2018	FOGMAKER	4L
229	FORDM	2018	FOGMAKER	4L
230	FORDM	2018	FOGMAKER	4L
231	FORDM	2020	FOGMAKER	4L
232	FORDM	2020	FOGMAKER	4L
233	FORDM	2020	FOGMAKER	4L
234	FORDM	2020	FOGMAKER	4L
235	FORDM	2020	FOGMAKER	4L
236	FORDM	2020	FOGMAKER	4L
237	FORDM	2020	FOGMAKER	4L
238	CHEVR	2020	FOGMAKER	4L
239	CHEVR	2020	FOGMAKER	4L
240	CHEVR	2020	FOGMAKER	4L
241	FORDM	2021	FOGMAKER	4L
242	FORDM	2021	FOGMAKER	4L
243	FORDM	2021	FOGMAKER	4L
244	FORDM	2021	FOGMAKER	4L

### LeeTran Fleet List for FOG MAKER System

245	FORDM	2021	FOGMAKER	4L
246	FORDM	2021	FOGMAKER	4L
247	FORDM	2021	FOGMAKER	4L
248	FORDM	2021	FOGMAKER	4L
431	GILLG	2016	FOGMAKER	6.5L
432	GILLG	2016	FOGMAKER	6.5L
433	GILLG	2016	FOGMAKER	6.5L
434	GILLG	2016	FOGMAKER	6.5L
435	GILLG	2016	FOGMAKER	6.5L
436	GILLG	2016	FOGMAKER	6.5L
437	GILLG	2016	FOGMAKER	6.5L
438	GILLG	2016	FOGMAKER	6.5L
439	GILLG	2016	FOGMAKER	6.5L
440	GILLG	2016	FOGMAKER	6.5L
441	GILLG	2018	FOGMAKER	6.5L
442	GILLG	2018	FOGMAKER	6.5L
443	GILLG	2018	FOGMAKER	6.5L
444	GILLG	2018	FOGMAKER	6.5L
445	GILLG	2018	FOGMAKER	6.5L
446	GILLG	2018	FOGMAKER	6.5L
447	GILLG	2018	FOGMAKER	6.5L
448	GILLG	2018	FOGMAKER	6.5L
449	GILLG	2018	FOGMAKER	6.5L
921	FRGHT	2011	FOGMAKER	6.5L
922	FRGHT	2011	FOGMAKER	7.5L
923	FRGHT	2011	FOGMAKER	7.5L
924	FRGHT	2011	FOGMAKER	7.5L
925	FRGHT	2011	FOGMAKER	7.5L
926	FRGHT	2011	FOGMAKER	7.5L
927	FRGHT	2011	FOGMAKER	7.5L
930	CHEVR	2018	FOGMAKER	7.5L
931	CHEVR	2018	FOGMAKER	7.5L
932	CHEVR	2018	FOGMAKER	7.5L

*End of Appendix A*

**Appendix B**

**Amerex Maintenance Manual – Part No. 13980**

**(Please see Attachment 1)**

*End of Appendix B*

**Appendix C**

**Fogmaker North America  
Annual and Semi-Annual Maintenance Manual  
FMD-310-001  
(Please see Attachment 2)**

*End of Appendix C*

## 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. BASIS OF AWARD

1.1 This basis of award shall be determined by the Category Total per category of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

1.2 Vendors are required to bid all line items within a category. Failure to bid all line items within a category may deem your company as non-responsive. Vendors are not required to bid all categories. Should a Vendor decide not to bid a category such should be indicated with "No Bid" or N/A placed in the Bid Form for that category. Vendor must not leave blank lines on Bid Form; however, zero's (0) are acceptable. Vendor must utilize Bid Form in this solicitation.

### 2. MASTER AGREEMENT NOTICE:

2.1 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.

2.2 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.

### 3. SERVICES TERM/COMPLETION TIMEFRAME

3.1 Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.

3.2 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. INVOICING

4.1 Invoice shall include the following information: Purchase Order Number, item, unit of measure, quantity, and unit price.

4.2 Any materials or use of equipment not captured in the Bid / Proposal Form / Fee Schedule of Vendor shall be identified individually on the invoice as separate line item.

4.3 All parts required to complete repair must receive approval from authorized LeeTran personnel prior to completing repair. Required parts shall be provided at a Fixed Percentage Discount Rate from the Vendor's Retail Pricing List. The pricing discount shall remain fixed for the term of the contract.

4.3.1 Vendor shall be responsible for providing and maintaining their current published Retail Price List with discounts to the County. Failure to provide or maintain necessary Retail Price List to verify cost of parts purchased may result in delays in payment or denial of payment.

4.3.2 County shall use the Retail Price List to verify percentage discounts being offered. Discounts on Bid/Proposal Form must match the Retail Pricing and calculations completed by the county.

### 5. REQUIRED SUBMITTAL DOCUMENTATION

5.1 Vendor is requested to provide with bid submittal the below item(s). 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 as such ineligible for award, renewal, or continuation of services.

5.1.1 Certification/Training:

5.1.1.1. Provide copy of Certification to perform inspections and repairs on Amerex and/or Fogmaker Fire Suppression Systems.

6. **PROJECT FUNDING NOTICE**

- 6.1 As notice to all Vendors, this project may be funded in whole or in part by the Federal Transit Administration (FTA). The Vendor agrees to abide by and comply with all terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. It shall be further understood that these provisions and terms shall be incorporated into any related Agreements/Contracts executed between the prime Vendor and sub-contractors.
- 6.2 Provided with this solicitation is the Lee County Transit Grant-Funded Procurement General Provisions clauses associated with Procurement Type - Operating. The Vendor shall be required to abide by and comply with all terms, conditions, provisions, and equivalent as found therein. All such referenced terms and clauses shall be passed down from Prime Vendor to all sub-contractors as described herein.
- 6.3 By participating in this solicitation, the Vendor shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses, and registration requirements.
- 6.4 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- 6.5 This solicitation shall be governed by and construed in accordance with all applicable State and Federal laws, rules, and regulations, included those identified in the solicitation package. Any express reference in this solicitation and any related Agreements/Contracts executed between the prime Vendor and sub-contractors to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
- 6.6 The Vendor shall be bound by the terms as stated within this solicitation package, all associated Agreement(s), and by all applicable state and federal laws and regulations, and the Vendor shall hold the Federal Transit Authority and Lee County harmless against all claims of whatever nature arising out of the Vendor's performance of work under this solicitation, to the extent allowed and required by law.
- 6.7 The Vendor shall indicate whether the Vendor and/or sub-contractors are Disadvantaged Business Enterprises (DBE). The County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, or national origin. Interested certified DBE firms as well as other minority-owned firms are encouraged to respond.

*End of Special Conditions Section*



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: October 4, 2022

Solicitation No.: B220573LLP

Solicitation Name: Vehicles Fire Suppression System Inspection, Testing & Services for LeeTran

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. OPEN DATE / QUOTE DUE DATE EXTENSION NOTICE:

**FROM: OCTOBER 11, 2022 AT 2:30 PM**

**TO: OCTOBER 25, 2022 AT 2:30 PM**

2. QUESTIONS/ANSWERS

1.	Will federal funding be used for the Fire Suppression System Inspection?
Answer	Yes, please see Item 6, page 16 of Special Conditions Section, explaining the Project Funding.
2.	If yes, what additional federal language would be applicable?
Answer	Please see Supplemental Information, Page 24 – 31, Lee County Transit Grant-Funded Procurement Provisions; and, Form 8 and 9, Certification regarding Lobbying and Certification regarding Debarment & Suspension.

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

*Laura L. Purks*

Procurement Analyst: Laura L. Purks  
 Procurement Analyst Direct Line: 239-533-8830  
 Lee County Procurement Management



Procurement Management Department  
2115 Second Street, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: October 21, 2022

Solicitation No.: B220573LLP

Solicitation Name: Vehicles Fire Suppression System Inspection, Testing & Services for LeeTran

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. OPEN DATE / QUOTE DUE DATE EXTENSION NOTICE:

**FROM: OCTOBER 25, 2022, AT 2:30 PM**

**TO: NOVEMBER 3, 2022, AT 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

*Laura Purks*

Procurement Analyst: Laura L. Purks  
Procurement Analyst Direct Line: 239-533-8830  
Lee County Procurement Management



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

Posted Date: October 27, 2022

Solicitation No.: B220573LLP

Solicitation Name: Vehicles Fire Suppression System Inspection, Testing & Services for LeeTran

Subject: Addendum Number 3

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. ARTICLE REVISIONS

1. Delete Article 6: Project Funding Notice page 16
2. Delete Articles A – W: Supplemental Information Lee County Transit Grant Funded Procurement Provisions for Operations/Management Contracts pages 24-31.

2. REQUIRED FORMS

1. Delete Required Form #8, Certification Regarding Lobbying and Disclosure of Lobbying Activities, from required forms list on pages 32 and 34.
2. Delete Required Form #9, Certification Regarding Debarment & Suspension, from required forms list on pages 32 and 34.
3. Delete Form #8, Certification Regarding Lobbying and Disclosure of Lobbying Activities, on pages 46 and 47.
4. Delete Form #9, Certification Regarding Debarment & Suspension, on page 48.

1.	Do the background check requirements apply for the specific job that Cintas partners will be doing?
Answer	Please refer to Article 6 of the Terms and Conditions and FL Statute 435.

2.	FTA Manual (Best Practices): <ul style="list-style-type: none"> <li>• Page 6: Section 4, Cargo Preference Requirements: Applicability to Contracts (Not Applicable)</li> <li>• Page 17: Section 13, Bonding Requirements: Applicability to Contracts (Not applicable)</li> <li>• Page 22: Section 16, Davis Bacon and Copeland Anti-Kickback Acts: Background and Application (Not Applicable)</li> <li>• Page 44: Section 26, Transit Employee Protective Agreements: Applicability to Contracts (Note: Location needs to confirm in writing w/customer whether this will apply.)</li> </ul>
Answer	All FTA Manual related questions/comments received are no longer applicable as FTA requirements/guidelines have been removed from this solicitation. Please see revisions above for further clarification.

3.	Redlines on contract terms and conditions received regarding our Professional Services Agreement.
Answer	A Professional Services Agreement is not the contract type that will be utilized for this project and all questions received regarding this Professional Services

	Agreement are not applicable. The Agreement that will be utilized upon award is the Lee County Agreement Product/Service located at the following link <a href="https://www.leegov.com/procurement/forms">https://www.leegov.com/procurement/forms</a>
4.	Redlines received on bid solicitation package terms and conditions.
Answer	All redline questions received regarding bid solicitation package terms and conditions in reference to pages 3 through 12 are standard Lee County terms and conditions for all solicited projects and can not be modified or revised.
5.	Redlines received on bid solicitation package Special Conditions, page 16.
Answer	Please see revisions above for further clarification.
6.	Redlines received on bid solicitation package Supplemental Information, pages 26, 27, 29, 30, & 31.
Answer	Please see revisions above for further clarification.
7.	FTA Master Agreement v29 redlines received from vendor on its terms and conditions.
Answer	The FTA Master Agreement v29 is a Federal Transit Administration master agreement and can not be modified or revised. Please note that this is no longer applicable to this project. Please see revisions above for further clarification.

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

***Laura Purks***

Procurement Analyst: Laura L. Purks  
 Procurement Analyst Direct Line: 239-533-8830  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<b>VEHICLE FIRE SUPPRESSION SYSTEM INSPECTION, TESTING &amp; SERVICE FOR LEETRAN</b>		
<b>CATEGORY 1 - AMEREX INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
1.01	Semi-Annual Inspection (6-month)	NO BID
1.02	Annual Inspection (12-month)	NO BID
1.03	6-Year Inspection	NO BID
1.04	12-Year Inspection	NO BID
<b>CATEGORY 2 - AMEREX RECHARGING (INCLUDING PARTS &amp; LABOR, PER SPECIFICATIONS)</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE / %</b>
2.01	Amerex Recharge (V25)	NO BID
2.02	Parts - Discount Percentage off Retail Price (Evaluation Purposes Only - Vendor discount multiplied by \$2000)	NO BID
<b>CATEGORY 3 - FOGMAKER INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
3.01	Semi-Annual Inspection (6-month)	\$ 125.00
3.02	Annual Inspection (12-month)	\$ 125.00
3.03	5-Year Inspection	\$ 825.00
3.04	10-Year Inspection	\$ 1,075.00
<b>CATEGORY 4 - FOGMAKER RECHARGING (INCLUDING PARTS &amp; LABOR, PER SPECIFICATIONS)</b>		
<b>Item</b>	<b>Description</b>	<b>Unit Price / %</b>
4.01	Fogmaker Refill/Rebuild: 4L	\$ 435.00
4.02	Fogmaker Refill/Rebuild: 6.5L	\$ 605.00
4.03	Fogmaker Refill/Rebuild: 7.5L	\$ 655.00
4.04	Parts - Discount Percentage off Retail Price (Evaluation Purposes Only - Vendor discount multiplied by \$2000)	35%

## EXHIBIT C INSURANCE REQUIREMENTS

### INSURANCE GUIDE



#### 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."*

Revised 03/19/2018 – Page 1 of 2



**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.

Revised 03/19/2018 – Page 2 of 2

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: 12/16/2022

Joseph F Mirabile  
Signature

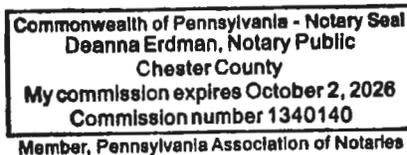
STATE OF Pennsylvania  
COUNTY OF Chester

Joseph Mirabile, President & CEO  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16th day of December, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: personal knowledge

Type of Identification

[Stamp/seal required]



Deanna Erdman  
Signature, Notary Public