

B250331DJN
Fire Damper Inspections, Repair, and Replacement
LSS Life Safety Services, LLC

E1 Contract # 10724

AGREEMENT FOR FIRE DAMPER INSPECTIONS, REPAIR, AND REPLACEMENT

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 LSS Life Safety Services, LLC, a Kentucky limited liability company authorized to do business in the State of Florida, whose address is 908 S. 8th Street, Suite 500, Louisville, KY 40203, and whose federal tax identification number is 20-1311415, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase fire damper inspections and repair services from the Vendor in connection with "Fire Damper Inspections, Repair, and Replacement" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B250331DJN on October 3, 2025 (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 December 11, 2025; 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 the Scope of Work and Specifications Section of B250331DJN, 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. B250331DJN, 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 through one (1), three (3) year period on an as "as needed basis". 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 term of two (2) 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. 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.

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. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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.
- F. 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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor’s Representative

Name: R. Craig Rutledge
 Title: President

Address: 908 S 8th St, Ste 500
 Louisville, KY 40203

Telephone: (502) 213-0431
 (502) 836-2875
 (888) 675-4519

Facsimile: _____
 Email: compliance@LifeSafetyServices.com

County’s Representative

Name: Mary Tucker
 Title: Procurement
 Management
 Director

Address: P.O. Box 398
 Fort Myers, FL
 33902

Telephone: (239) 533-8881

Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

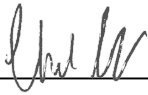
- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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:

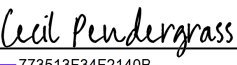
LSS LIFE SAFETY SERVICES, LLC

Signed By: 
Print Name: Charles Cooper

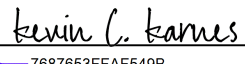
Signed By: 
Print Name: Robert C. Rutledge
Title: President / Member
Date: 12/29/2025

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: 
Print Name: Cecil Pendergrass
Title: County Commissioner- Chairman
Date: 3/9/2026 | 2:26 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
7687653FFAF549B...



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 OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide fire damper inspection services and repairs to all Lee County facilities that have a damper system in full accordance with the National Fire Protection Association (NFPA) Requirements for Damper Inspection, Testing and Maintenance, on an as needed basis. It is the County's intention to have all fire and smoke dampers tested and inspected at least once every four years. Some of the County's fire dampers have a spot-type smoke detector or duct detector that activates the smoke dampers, and the County desires to have these inspected annually. The County's facilities are on a rotating inspection schedule, and the facilities requiring inspection services each year will vary.
- 1.2. The County's facilities with fire and/or smoke dampers, and the expected dates for inspection, are included in Attachment A: County Facilities with Fire and/or Smoke Dampers.

2. DETAILED SPECIFICATIONS FOR DAMPER TESTING, INSPECTION AND MAINTENANCE

- 2.1. In conducting all work under the Agreement, the Vendor shall adhere to requirements outlined by NFPA, local and State Building Codes, and any authority having jurisdiction requirements for testing, inspection and maintenance, which include, but are not limited to, the following:
 - 2.1.1. Perform a detailed survey of the entire facility to ensure all fire dampers and smoke dampers are located. Each damper shall be assigned a unique identifying number during the inspection. A sticker or identifying mark shall be placed on or near the damper with this number during inspection. A label shall be placed on the ceiling directly below the location of the damper to identify each damper location when looking up at the ceiling. The location of each damper shall be placed on the County's drawings.
 - 2.1.2. Operate all fire dampers and smoke dampers by removing and resetting the fusible link, where applicable, to verify full closure and proper operation.
 - 2.1.3. Replace all fusible links that are compromised by either damage or paint. Fusible links shall be replaced with a link of the same size, temperature rating, and load rating.
 - 2.1.4. Manually activate electric and pneumatic dampers to verify full closure and proper operation.
 - 2.1.5. Lubricate all moving parts of fire dampers and smoke dampers.
 - 2.1.6. Remove lint and dust that may impede proper operation of fire dampers and smoke dampers.
 - 2.1.7. Adjust actuators as necessary to ensure proper operation of all fire dampers and smoke dampers.
 - 2.1.8. Adjust and straighten tracks to ensure proper operation of all fire dampers and smoke dampers.
 - 2.1.9. Replace springs as necessary to ensure proper operation of all fire dampers and smoke dampers.
 - 2.1.10. Verify full, unobstructed access to all smoke and fire dampers. When access is obstructed, Vendor shall notify the County immediately.

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

2.1.10.1. For any dampers found to be inaccessible: Vendor shall provide a list of such damper locations and recommended actions. Recommendations shall include a description of the work and a cost estimate.

2.1.10.2. Some dampers may be difficult to access and require shutdowns and additional safety measures. Vendor is responsible for providing all required construction barriers necessary. Vendor shall work with County Representative in coordinating shutdowns as to not interfere with regular operations of each facility.

2.1.11. Testing of dynamic fire dampers and smoke dampers shall be done under normal airflow conditions to confirm no impediment to operation exists due to rust or damaged blades.

2.1.12. Testing static dampers requires the HVAC system to be turned off; Vendor shall schedule these tests with the County representative to ensure system can be shut off for inspection of dampers.

3. TESTING PARAMETERS

3.1. The technician performing the test shall wear the appropriate personal protective equipment (PPE) and shall ensure that the appropriate parties have been notified that testing will occur. These parties could include the Facilities & Construction Management Supervisor, the fire alarm monitoring station or sub-contractor, the local Authority Having Jurisdiction, department directors, and building occupants that might be affected by the testing.

3.2. If a fusible link is present, the inspector shall remove it prior to beginning testing. When dynamic dampers are present, testing in normal HVAC operation with air flow is the only way to prove its operation in the case of an actual event. Static dampers do not require airflow during operational testing. Successful operation during the test will verify there is no interference due to rust, track issues, or damaged blades.

4. INSPECTION TIME

4.1. Vendor shall provide all inspections, tests, and repairs during normal operating hours of the County Facility being inspected. The dates of inspection shall be scheduled with the County before inspection services can be performed.

4.2. Any holiday, night, or weekend work that may result in additional fees shall be listed as a supplemental line item as part of the individual quote process.

5. NFPA INSPECTION, TESTING AND MAINTENANCE DOCUMENTATION

5.1. Vendor shall document all inspections, testing, and maintenance in accordance with NFPA guidelines, particularly Sections 80(19), and NFPA 105(19), and provide a report of these activities to the County within fourteen (14) days after the work is complete (the "Inspection Report"). The Inspection Report shall include, at minimum:

- 5.1.1. Date of inspection,
- 5.1.2. Damper Location,
- 5.1.3. Damper Number,
- 5.1.4. Photographs of damper open, and closed,
- 5.1.5. Whether damper passed or failed inspection,

5.1.5.1. If failure occurs due to reasons outside regular maintenance requirements outlined above (e.g., no access, new actuator needed, new damper needed), Vendor shall document reason for failure and required repairs necessary.

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

5.1.6. Corrective actions taken.

6. REPAIRS

6.1. The Inspection Report shall include a list of necessary repairs and a cost estimate. Upon County authorization, the Vendor shall proceed with making all such repairs. The County shall pay the Vendor applicable hourly labor rates and the cost of necessary materials. The Vendor shall coordinate the scheduling of the repairs with the County.

7. BACKGROUND INFORMATION

7.1. FY 2019 – FY2021 the County had 1,091 out of 2831 fire dampers inspected between fifty-six (56) locations.

7.2. County reserves the right to add or remove locations at the County's discretion.

8. SUPPLEMENTAL INFORMATION

8.1. Attachment A - Estimated Damper Count

End of Scope of Work and Specifications Section

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SPECIAL CONDITIONS

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

1. TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or 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 term of two (2) 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. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

3. LOCAL PREFERENCE

3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

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 must 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. It is the intent of the County to bundle facilities with smaller damper counts together to avoid Purchase Orders nominal in nature; however, such bundling is not guaranteed.

5. INVOICE

5.1. 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 limited to:

- 5.1.1. The full name of the County employee who authorized the work to be done.
- 5.1.2. Name of the facility where work was performed.
- 5.1.3. Address or location of the facility.
- 5.1.4. County work order, purchase order or contract number.
- 5.1.5. Problem corrected and description of work performed.
- 5.1.6. For labor, invoices shall include the name, classification, work performed, total straight time hours worked, total premium time hours worked, and extended amount.
- 5.1.7. For repair components, the invoices shall include the item, quantity, unit price, and extended amount if applicable.
- 5.1.8. Include on invoices for ALL jobs date when work started and completed.
- 5.1.9. The Vendor shall submit an invoice no later than fourteen (14) calendar days following the completion of the work or services as indicated in the Purchase Order. Each invoice must be submitted with the "Inspection Report" as indicated in section 5 of the Scope of Work and Specifications. Failure to submit an invoice within this time frame may result in a delay in payment or possible termination of this Agreement at the County's discretion.

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

- 5.1.10. Any materials or use of equipment not posted in the Bid/Proposal Form shall be identified individually in the invoice as separate line item.
- 5.1.11. Any additional materials, supplies, or items not specifically identified or priced in the original bid submission shall not be subject to a markup exceeding ten percent (10%) above the Vendor's actual cost. The Vendor must provide supporting documentation, including supplier invoices or receipts, to substantiate the cost of such materials upon the County's request. Failure to comply with this pricing limitation may result in rejection of the additional charges or termination of the contract.

6. SERVICES TERM/COMPLETION TIMEFRAME

- 6.1. 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.
- 6.2. Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance must provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.
- 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. BACKGROUND CHECKS

- 7.1. The Vendor shall conduct background checks of its employees, agents, representatives, and subcontractors who perform the services provided for the County. The cost of the background checks shall be borne by the Vendor.
- 7.2. At a minimum, the following background and criminal history areas must be checked and screened:
 - 7.2.1. Social Security Trace and Address History
 - 7.2.2. National Federal Criminal Search
 - 7.2.3. National Criminal Database
 - 7.2.4. County Criminal
 - 7.2.5. National Sex Offender Registry and Violent Abuse Registry
- 7.3. The Vendor may be required to provide proof and documentation of those background checks to the County. The County may require that the Vendor exclude employees, agents, representatives, or subcontractors based on the background checks, outcomes, and results.
- 7.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days of any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.
- 7.5. Upon the request of the County, the Vendor shall re-screen or perform background checks on any of its employees, agents, representatives, and subcontractors performing the required services for the County during the entire term of the agreement.

8. LETTER OF BONDABILITY REQUEST

- 8.1. This solicitation does not require a Bid Bond, however the Vendor must submit with their proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better.

3250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

8.2. For any Project Total that is equal to or exceeds \$200,000.00, Vendor shall provide a Bid Bond and will be required to provide a Performance & Payment Bond for 100% of the Project Total. Fees/costs associated with procuring any bonding shall be at the sole expense of the Vendor and such shall be covered by the Project Total provided by Vendor for this project.

8.3. Threshold for Bid Bond Requirement: A bid bond is required for any project with a total equal to or exceeding \$200,000.00. Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable alternates) as Bid Bond/Security.

8.4. Performance & Payment Bond (Post-Award):

8.4.1. The Vendor must provide a Performance and Payment Bond for 100% of the Project Total.

8.4.2. All bonding costs are the sole responsibility of the Vendor and must be included in the total project bid.

9. FULL PROJECT RESTORATION - ADDITIONAL SERVICES

9.1. Vendor shall ensure that project site is restored/completed to the satisfaction of the County, at its sole discretion, following all work completed under this Agreement. Following project specific needs, additional services unrelated to specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project-by-project basis where Vendor or County deem necessary and applicable. All such items shall be listed as separate line items on Vendor's quote and/or invoice.

10. TRIP CHARGES

10.1. No separate or additional trip charges, travel fees, mileage costs, or service call fees shall be billed under this contract. All costs associated with travel to and from the service location(s) must be included in the offered unit prices or rates. The Vendor shall not invoice the County for any trip-related expenses beyond those specified in the contract.

11. PERMITS

11.1. 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 do not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

11.1.1. Permits as required shall be responsibility of Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.lee.gov/permits>.

11.2. 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.

11.3. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.

11.4. 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.

11.5. Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

11.6. There are no known permit requirements at this time as this is an annual contract, and projects will be identified on an "as-needed" basis.

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

12. BID SCHEDULE

12.1. Damper Testing, Inspection, and Maintenance

12.1.1. Vendor shall provide labor and report generation rates for testing, inspection, and maintenance. Labor rates shall be fully loaded and inclusive of overhead, profit, benefits, etc. applicable to personnel rate.

12.2. Damper Repair and Installation

12.2.1. Vendor shall provide rates for materials and labor costs for the repair or installation of various fire damper types and sizes. Labor rates shall be fully loaded and inclusive of overhead, profit, benefits, etc. applicable to personnel rate.

12.3. Additional Services

12.3.1. Vendor shall provide labor and equipment rates for various services and equipment needed to perform testing, inspections, repair, and installation.

12.4. Vendor must bid on all line items to be considered for award.

13. CONSTRUCTION TERMS AND CONDITIONS

13.1. The General Conditions provided as "Formal Bid CONSTRUCTION 11.7.24 Terms and Condition" of this solicitation package shall apply to the Work to be completed under this Agreement. This document is found under the Attachments Tab in the Ion Wave platform.

End of Special Conditions Section

B250331DJN - Fire Damper Inspections, Repair, and Replacement

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS



Solicitation No.: B250331DJN

Solicitation Name: Fire Damper Inspections, Repair, and Replacement

Subject: Addendum Number 1

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

1. QUESTIONS/ANSWERS

1.	Are we responsible for supplying containment carts? Could you provide more details on the “construct barriers as needed” requirement? Are containment carts required in sensitive areas only or for all facilities?
Answer	As required by facility rules for keeping tools secured, we have two Jail facilities where this would be relevant. We have not previously had to construct any barriers as this work is generally in low to no traffic areas. Containment carts are not required. When working in the 2 sensitive facilities, tools can be left overnight if needed, or they must be checked in and out every day.
2.	Are we required to clean all lint and dust (vacuum) or only if it impedes operation?
Answer	You are required to clean all lint and dust if it impedes operation.
3.	Should lubrication be performed on every damper or only as needed?
Answer	As required per NFPA standards
4.	If it’s a full seek-and-find, we’ll need floor plans for each building?
Answer	Dampeners have previously been located and mapped. County will provide drawings with locations to the awarded vendor.
5.	Is this a full seek-and-find inspection, or do we have previous reports showing damper locations for each facility?
Answer	Dampeners have previously been located and mapped. County will provide drawings with locations to the awarded vendor.
6.	How far apart are the 60 locations? Are they all covered under one report, or is there a separate report for each location?
Answer	Separate reports for each location, they are all in Lee County We generally group them by vicinity so there is less travel time from location to location.
7.	Are we required to clean all lint and dust (vacuum) or only if it impedes operation?
Answer	You are required to clean all lint and dust if it impedes operation.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

8.	What is the containment requirement ?
Answer	Tool carts must be checked into the jails upon arrival and then left in a secured location throughout the duration of the inspection and testing process or removed and rechecked in each day.
9.	Are we responsible for supplying containment carts?
Answer	“Containment Carts” are not required. However, when working in the Jails Tool carts must be checked into the jails upon arrival and then left in a secured location throughout the duration of the inspection and testing process or removed and rechecked in each day.
10.	Could you provide more details on the “construct barriers as needed” requirement?
Answer	We have two Jail facilities where this would be relevant. We have not previously had to construct any barriers as this work is generally in low to no traffic areas, but if necessary it would be on a very limited basis.
11.	Are containment carts required in sensitive areas only or for all facilities?
Answer	“Containment Carts” are not required. However, when working in the Jails Tool carts must be checked into the jails upon arrival and then left in a secured location throughout the duration of the inspection and testing process or removed and rechecked in each day.

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.

Darvis Napier

Darvis Napier
 Procurement Analyst Direct Line: 239-533-8863
 Lee County Procurement Management

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS



Solicitation No.: B250331DJN

Solicitation Name: Fire Damper Inspections, Repair, and Replacement

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. QUESTIONS/ANSWERS

1.	Can we bid on inspection only? since it's hard to put a number on the repairs without the inspection?
Answer	Bidders must bid on all line items to be considered for award, as stated in Section 12.4 of the Special Conditions. The County is requesting an hourly rate for tech positions plus unit rate for equipment and markup on materials due to the fact that repairs cannot be quantified without inspections.
2.	If we are the bid winner, do we need to provide a payment and performance bond ?
Answer	A P&P Bond is a requirement when the work awarded exceeds \$200,000.00. It is not required to submit a bid.
3.	Is a Bid Bond required with the bid submission?
Answer	As stated in Section 8.1. of the Special Conditions, a bid bond is not required for this project, but a letter of bondability is required from your surety company showing their bonding capacity.

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.

Darvis Napier

Darvis Napier
 Procurement Analyst Direct Line: 239-533-8863
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Category 1: Damper Testing, Inspection, and Maintenance (All costs to include labor and report generation)		
Item	Description	Unit Price
1.1	Fire and/or Smoke Damper; test, clean lubricate 1-200	\$65.00
1.2	Fire and/or Smoke Damper; test, clean lubricate 201-400	\$63.00
1.3	Fire and/or Smoke Damper; test, clean lubricate 401-600	\$60.00
1.4	Fire and/or Smoke Damper; test, clean lubricate >600	\$59.00

Category 2: Damper Repair and Installation (Materials and labor)		
Item	Description	Unit Price
2.1	Fire Damper Repair	\$300.00
2.2	Fire Damper ≤ 8" x 6"	\$600.00
2.3	Fire Damper ≤ 16" x 14"	\$750.00
2.4	Fire Damper ≤ 32" x 48"	\$1,200.00
2.5	Fire Damper ≤ 48" x 40"	\$1,800.00
2.6	Smoke Damper ≤ 8" x 6"	\$2,200.00
2.7	Smoke Damper ≤ 16" x 14"	\$2,800.00
2.8	Smoke Damper ≤ 32" x 48"	\$3,800.00
2.9	Smoke Damper ≤ 48" x 40"	\$5,000.00
2.10	Combination Smoke/Fire Damper ≤ 8" x 6"	\$2,800.00
2.11	Combination Smoke/Fire Damper ≤ 16" x 14"	\$3,700.00
2.12	Combination Smoke/ Fire Damper ≤ 32" x 48"	\$4,500.00
2.13	Combination Smoke/Fire Damper ≤ 48" x 40"	\$5,500.00
2.14	Cam-Lock Door 8" x 8"	\$195.00
2.15	Cam-Lock Door 12"x 12"	\$240.00
2.16	Cam-Lock Door > 12" x 12"	\$280.00
2.17	Fire and Smoke Actuator 133 in-lb Min. Torque 24VAC/DC	\$735.00
2.18	Fire and Smoke Actuator 133 in-lb Min. Torque 120 VAC	\$735.00
2.19	Fire and Smoke Actuator 70 in-lb Min. Torque 24 VAC only	\$735.00
2.20	Fire and Smoke Actuator 70 in-lb Min. Torque 120 VAC	\$735.00
2.21	Fire and Smoke Actuator 30 in-lb Min. Torque 24 VAC only	\$735.00
2.22	Fire and Smoke Actuator 30 in-lb Min. Torque 120 VAC	\$735.00
2.23	Fire and Smoke Actuator - pneumatic	\$735.00
2.24	Fusible Link 165°F	\$100.00
2.25	Fusible Link 212°F	\$100.00
2.26	Fusible Link 286°F	\$150.00

**EXHIBIT B
FEE SCHEDULE**

Additional Services			
Category 3: Additional Services: Labor Rates			
Item	Description	Unit of Measure	Unit Price
3.1	Damper Inspector Tech	Hourly	\$175.00
3.2	Damper Inspector Tech (After Hours)	Hourly	\$295.00
3.3	Life Safety Tech	Hourly	\$295.00
3.4	Life Safety Tech (After Hours)	Hourly	\$375.00
3.5	Field Maintenance Tech	Hourly	\$450.00
3.6	Field Maintenance Tech (After Hours)	Hourly	\$575.00
3.7	Equipment: 20ft. Lift - Day	Per Day	\$1,400.00
3.8	Equipment: 20ft. Lift - Week	Per Week	\$3,000.00
3.9	Equipment: 26ft. Lift - Day	Per Day	\$1,900.00
3.10	Equipment: 26ft. Lift - Week	Per Week	\$3,700.00
3.11	Equipment: 30ft. Lift - Day	Per Day	\$2,600.00
3.12	Equipment: 30ft. Lift - Week	Per Week	\$4,300.00
3.13	Material Markup	Percentage	10%

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."***

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

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 ensure that all subcontractors comply with all insurance requirements.