

**AGREEMENT FOR  
FIRE DAMPER INSPECTIONS AND REPAIR SERVICES**

**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 Life Safety Services, LLC, a Kentucky limited liability company authorized to do business in the State of Florida, whose address is 908 S. 8<sup>th</sup> 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 "Countywide Fire Damper Inspections and Repair Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP200104DWJ on February 21, 2020 (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 August 24, 2020; and,

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

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

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 – 8 detailed specifications of RFP200104DWJ, 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. RFP200104DWJ, 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 to the extent that it does not conflict with the remainder of the Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase on as "as needed basis" for one (1) two (2) year 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 (3) three additional (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners award 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 subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.



- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

**XIII. DISPUTE RESOLUTION**

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

**XIV. VENDOR WARRANTY**

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

such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

**XV. MISCELLANEOUS**

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



- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	Craig Rutledge	Names:	Roger Desjarlais      Mary Tucker
Title:	President	Titles:	County Manager      Director of Procurement Management
Address:	908 S. 8 <sup>th</sup> Street, Suite 500 Louisville, KY 40203	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	502-213-0431	Telephone:	239-533-2221      239-533-8881
Facsimile:	502-964-1337	Facsimile:	239-485-2262      239-485-8383
E-mail:	<a href="mailto:crutledge@lifesafety-services.com">crutledge@lifesafety-services.com</a>	E-Mail:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

- 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:

**Life Safety Services, LLC**

Signed By: Lisa R. Campbell

Signed By: [Signature]

Print Name: Lisa R. Campbell

Print Name: Craig Pathy

Title: President

Date: 9/8/2020

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]

V. CHAIR

DATE: 10-22-20

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: Joyce Townsend

**DEPUTY CLERK**

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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY





**EXHIBIT A**  
**SPECIFICATIONS**

**DETAILED SPECIFICATIONS**

**1. GENERAL SCOPE**

- 1.1. 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, as may be updated from time to time.
- 1.2. 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. No amount of inspections are guaranteed.
- 1.3. The County's facilities with fire and/or smoke dampers, and the expected dates for inspection, are included as 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:
  - 2.2. 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.
  - 2.3. Operate all fire dampers and smoke dampers by removing and resetting the fusible link, where applicable, to verify full closure and proper operation.
  - 2.4. 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.
  - 2.5. Manually activate electric and pneumatic dampers to verify full closure and proper operation.
  - 2.6. Lubricate all moving parts of fire dampers and smoke dampers.
  - 2.7. Remove lint and dust that may impede proper operation of fire dampers and smoke dampers.
  - 2.8. Adjust actuators as necessary to ensure proper operation of all fire dampers and smoke dampers.
  - 2.9. Adjust and straighten tracks to ensure proper operation of all fire dampers and smoke dampers.
  - 2.10. Replace springs as necessary to ensure proper operation of all fire dampers and smoke dampers.
  - 2.11. Verify full, unobstructed access to all smoke and fire dampers. When access is obstructed, Vendor shall notify County immediately.
  - 2.12. 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.

- 2.13. 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 authorized representative in coordinating shut downs as to not interfere with regular operations of each facility.
- 2.14. 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.
- 2.15. 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 FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

- 3.1. The technician performing the test shall be wearing 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.
- 3.3. 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 FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

- 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 authorized representative as to not interrupt ongoing operations before inspection services can be performed.

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 30 business days after the work is complete (the "Inspection Report").
- 5.2. The Inspection Report shall include, at minimum:
  - Date of inspection,
  - Damper Location,
  - Damper Number,
  - Photographs of damper open, and closed,
  - Whether damper passed or failed inspection,
    - 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.
  - Corrective actions taken, if any.
  - Detailed necessary repair and associated cost estimate, if applicable.
- 5.3. Failure to provide the inspection report within the stated timeframe or provide for all the required information may result in cancellation of services or non-payment for services.

6. **INSPECTION STAFF**

- 6.1. Individuals completing inspections for Vendor under this Agreement shall be direct employees of the Vendor and shall not be sub-contractor or employed via temporary labor agencies working on behalf of the Vendor.



- 6.2. The County reserves the right to request replacement of any inspector or staff member performing services for the Vendor that the County deems, in its sole discretion, to be unsatisfactory to the County's standards of work.
- 6.3. Should the Vendor require the use of a sub-contracted service to complete inspection services, all such sub-contract teams shall receive County approval prior to completing work. Such approval may only be provided by the County authorized representative and whenever feasible should be provided in writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this Agreement. The County reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the County deem, at its sole discretion, to be unsatisfactory to the standards of the County.
7. **DETAILED SPECIFICATIONS FOR DAMPER REPAIR AND INSALLATION SERVICES**
- 7.1. The Inspection Report shall include a list of necessary repairs and a cost estimate. Repairs and associated costs should be line item pricing and match Vendor associated Fee Schedule (Bid/Proposal Form) for all related items. Any repairs not covered under Vendor Fee Schedule shall be itemized showing labor rates, materials, and any additional pricing required to provide for a complete project. Hourly rates for personnel on the Vendor's Fee Schedule may not exceed the contracted hourly rate. Upon County authorization, the Vendor shall proceed with making all such repairs. The Vendor shall coordinate the scheduling of the repairs with the County.
- 7.2. The Vendor may itemize on repair estimated and associated invoice materials, equipment, persomel, etc. that may not be found on Vendor's contracted Fee Schedule. Such items may only be listed when necessary to complete the required repairs and may only be utilized under this Agreement with the authorization of the County authorized representative. The County reserves the right to request supporting documentation for any itemized pricing such as material receipts and work orders.
- 7.3. Vendor may use sub-contracted services to complete repair and installation services requested under this Agreement. All sub-contract teams shall receive County approval prior to completing work. Such approval may be provided by the County authorized representative and whenever feasible should be provided in writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this Agreement. The County reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the County deem, at its sole discretion, to be unsatisfactory to the standards of the County.
8. **ADDITIONAL SERVICES**
- 8.1. The County reserves the right to request and award Additional Services related to the scope of work described herein that may not otherwise have a unit price inspection, repair, or installation fee. Such services shall be quoted to the County requesting department utilizing the fully loaded hourly rates provided as a part of this solicitation and associated Agreement. Materials, equipment, permitting or other fees required to complete such work shall be itemized for County review and approval.
- 8.1.1. The County reserves the right to request any backup documents necessary to support fees or pricing such as material invoice amounts or sub-contractor fees.

End of Scope of Work and Specifications Section



Procurement Management Department  
2115 Second Floor, 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: March 16, 2020

Solicitation No.: RFP200104DWJ

Solicitation Name: Countywide Fire Damper Inspections & Repair Services - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: March 27, 2020 at 2:30 PM**

**TO: April 16, 2020 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.**

A handwritten signature in black ink, appearing to read "David Jones".

David Jones  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management





Procurement Management Department  
 2115 Second Floor, 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: March 18, 2020

Solicitation No.: RFP200104DWJ

Solicitation Name: Countywide Fire Damper Inspections & Repair Services - Annual

Subject: Addendum Number 2

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

**1. UPDATED BID SCHEDULE**

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

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

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

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

**2. SPECIAL CONDITION ARTICLE ADD**

The following article shall be added to the Special Conditions of this project as Article 7 –

**FULL PROJECT RESTORATION – ADDITIONAL SERVICES**

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.

**3. ATTACHMENT: (1)**

- Updated Bid Schedule

**4. QUESTIONS/ANSWERS**

1.	Per item number 5, Spot type smoke/duct detector test, within the bid schedule under the Damper Testing, Inspection and Maintenance Section. Will this item be required as part of the bid schedule as it does not pertain to fire or smoke dampers?
Answer	No, item number 5, Spot type smoke/duct detector test will not be required as part of this contract. See attached updated bid schedule removing this item from the bid form.

2.	Per the Damper Repair and Installation section of the bid schedule, is the vendor to include pricing for unforeseen conditions as in relocation of MEP or penetration of concrete within their pricing or is this section to be priced out as a generalistic means of changing out a damper?
Answer	Please price out damper repair and installation section as a generalistic means of changing out a damper. Pricing for MEP, penetration of concrete, or other unforeseen condition is not required.

3.	Have the dampers ever been inspected before?
Answer	Yes, some of the fire dampers have been previously inspected, but not all of the fire dampers have been inspected.

4.	Per the accessibility to the dampers, do you know of any areas that will require a lift to gain access? If so, is the vendor required to include this additional cost of equipment within their pricing or will there be an additional line item to include equipment cost for such areas that require a lift?
Answer	Lift requirements are unknown at this time. Pricing for specialized equipment that may be required on a rare occasion may be bid as part of the quote process on an as-needed basis and is not required to be incorporated into the bid schedule/fee schedule pricing.

5.	Work schedule to be completed under normal business hours, will there be any areas that will require the work to be completed after normal business hours? Is weekend work at all possible?
Answer	In general we will do all work during regular business hours. There may be a few facilities with special circumstances requiring us to work before or after Normal Business Hours. Hourly rates to be bid shall be for regular hours. 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.

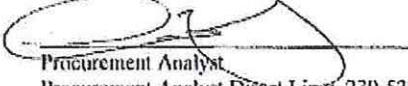
6.	Do you have mechanical prints of all the areas or buildings that will be requiring the mechanical inspections?
Answer	Yes, the County has mechanical plans for most of the buildings, but not all of the buildings requiring mechanical inspections have plans. Such documents will be provided on a project by project basis following award and project request.

7.	Per the pricing grid for the fire damper testing, inspection, and maintenance section, are we to price out completing the inspections all at once or will the inspections be spread out over a course of time?
Answer	All inspections will be done per facility and each facility will be started and work through until completion. This is an as-needed contract and scheduling of services and facilities will be at the discretion of the County.
8.	Regarding this RFP: given current circumstances, would you all accept our response to this RFP if we submitted it via email?
Answer	No, the County will not accept bid solicitations submitted via email. Mailing bid solicitations directly to our office via a postal carrier is acceptable.



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

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

  
Procurement Analyst  
Procurement Analyst Direct-Line: 239-533-8864  
Lee County Procurement Management



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

Posted Date: March 30, 2020

Solicitation No.: RFP200104DWJ

Solicitation Name: Countywide Fire Damper Inspections & Repair Services - Annual

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.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: April 16, 2020 at 2:30 PM**

**TO: April 30, 2020 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.**

*David Jones*  
\_\_\_\_\_  
David Jones  
Procurement Analyst Direct Line: 239-533-8838  
Lee County Procurement Management



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

Posted Date: April 8, 2020

Solicitation No.: RFP200104DWJ

Solicitation Name: Countywide Fire Damper Inspections & Repair Services - Annual

Subject: Addendum Number 4

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.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: April 30, 2020 at 2:30 PM**

**TO: June 29, 2020 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.**

*David Jones*

David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management





Procurement Management Department  
 2115 Second Floor, 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: June 15, 2020

Solicitation No.: RFP200104DWJ

Solicitation Name: Countywide Fire Damper Inspections & Repair Services - Annual

Subject: Addendum Number 5

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

1. ATTACHMENT:

2. QUESTIONS/ANSWERS

1.	Reference section 3.3 on page 4, Terms and Conditions of the RFP states that the bidder should have all permits and licenses required for the work. Have you determined what permits and licenses will be required and if so please state what they are?
<b>Answer</b>	<b>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.</b>

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.

*David Jones*

Procurement Analyst – David Jones  
 Procurement Analyst Direct Line: 239-533-8864  
 Lee County Procurement Management

**EXHIBIT B**  
**FEE SCHEDULE**

<b>Fire Damper Inspection, Maintenance, Repair</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
Fire and/or Smoke Damper; test, clean lubricate 1-200	ea.	\$44.75
Fire and/or Smoke Damper; test, clean lubricate 201-400	ea.	\$42.25
Fire and/or Smoke Damper; test, clean lubricate 401-600	ea.	\$39.75
Fire and/or Smoke Damper; test, clean lubricate >600	ea.	\$38.75

<b>Damper Repair and Installation (Materials and Labor)</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
Fire Damper Repair	ea.	225.00
Fire Damper ≤ 8" x 6"	ea.	595.00
Fire Damper ≤ 16" x 14"	ea.	695.00
Fire Damper ≤ 32" x 48"	ea.	825.00
Fire Damper ≤ 48" x 40"	ea.	1,725.00
Smoke Damper ≤ 8" x 6"	ea.	1,050.00
Smoke Damper ≤ 16" x 14"	ea.	1,350.00
Smoke Damper ≤ 32" x 48"	ea.	1,500.00
Smoke Damper ≤ 48" x 40"	ea.	1,950.00
Combination Smoke/Fire Damper ≤ 8" x 6"	ea.	1,450.00
Combination Smoke/Fire Damper ≤ 16" x 14"	ea.	1,750.00
Combination Smoke/ Fire Damper ≤ 32" x 48"	ea.	2,300.00
Combination Smoke/Fire Damper ≤ 48" x 40"	ea.	3,100.00
Cam-Lock Door 8" x 8"	ea.	95.00



Cam-Lock Door 12"x 12"	ea.	105.00
Cam-Lock Door > 12" x 12"	ea.	115.00
Fire and Smoke Actuator 133 in-lb Min. Torque 24VAC/DC	ea.	625.00
Fire and Smoke Actuator 133 in-lb Min. Torque 120 VAC	ea.	625.00
Fire and Smoke Actuator 70 in-lb Min. Torque 24 VAC only	ea.	595.00
Fire and Smoke Actuator 70 in-lb Min. Torque 120 VAC	ea.	595.00
Fire and Smoke Actuator 30 in-lb Min. Torque 24 VAC only	ea.	595.00
Fire and Smoke Actuator 30 in-lb Min. Torque 120 VAC	ea.	595.00
Fire and Smoke Actuator - pneumatic	ea.	605.00
Fusible Link 165°F	ea.	25.00
Fusible Link 212°F	ea.	35.00
Fusible Link 286°F	ea.	65.00

<b>Additional Services</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
Damper Inspector Tech	Per Hr.	\$85.00
Life Safety Tech	Per Hr.	\$95.00
Field Maintenance Tech	Per Hr.	\$105.00
Equipment: 20ft. Lift - Day	Per Day	\$635.00
Equipment: 20ft. Lift - Week	Per Week	\$830.00
Equipment: 26ft. Lift - Day	Per Day	\$665.00
Equipment: 26ft. Lift - Week	Per Week	\$1,010.00
Equipment: 30ft. Lift - Day	Per Day	\$750.00
Equipment: 30ft. Lift - Week	Per Week	\$1,110.00

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements

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

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

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

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

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

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

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

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





**Verification of Coverage:**

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

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.*

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**EXHIBIT D**

**VENDOR BACKGROUND SCREENING AFFIDAVIT**



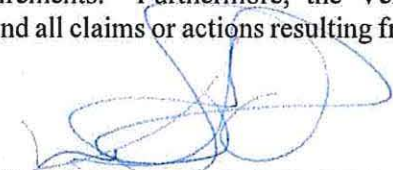
**VENDOR BACKGROUND SCREENING AFFIDAVIT**

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: 9/8/2020

  
\_\_\_\_\_  
Signature  
Craig Patrick Prescott  
\_\_\_\_\_  
Name/Title

STATE OF Kentucky  
COUNTY OF Jefferson

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8th day of Sept., 2020, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: \_\_\_\_\_

[Stamp/seal required]

  
\_\_\_\_\_  
Signature, Notary Public

