

**AGREEMENT FOR
ELECTRICAL TESTING AND REPAIR SERVICES - ANNUAL**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Circuit Breaker Sales, LLC, a Delaware company authorized to do business in the State of Florida, whose address is 1315 Columbine Dr., Gainesville, TX 76240, and whose federal tax identification number is 75-1970673, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase electrical testing and repair services from the Vendor in connection with "Electrical Testing and Repair Services - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP200466BJB on November 13, 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 January 29, 2021; 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 / Specifications Section, Supplemental Information, and Special Conditions, incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit A, attached hereto and incorporated herein.

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, 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 D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work

stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.
- B. For one (1) year from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than one (1) year, this warranty shall be extended to that longer duration.
- C. 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.
- D. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or

addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven

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

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

Vendor's Representative:		County's Representatives:		
Name:	<u>Paige Hahn</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Sales Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>1303 East Main St. Lakeland, FL 33801</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>863-660-6826</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>n/a</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>paige@groupcbs.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

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

WITNESS:

Signed By: Teresa Sprouse
Print Name: Teresa Sprouse

CIRCUIT BREAKER SALES, LLC

Signed By: Tim Brewer
Print Name: Tim Brewer
Title: General Manager
Date: 3/8/21

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 04262021

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK / SPECIFICATIONS

1. GENERAL SCOPE

1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide electrical preventative maintenance services, testing and repairs on various switchgear, motor controls and large circuit breakers for various County water, wastewater, distribution, collection systems and facilities. Such services shall include, but are not limited to:

- Preventative maintenance and testing on electrical systems, large breakers, re-torque connections and panel boards;
- Ultrasonic analysis and Infrared Thermography diagnostics;
- Examination and inspections of new installs for compliance, uniformity, shutdown mechanisms and NEC code compliance;
- As needed, on call / after-hours emergency services; and
- Repairs, modifications and new installations where required;

2. LOCATIONS

2.1 The following are identified as the locations that shall be serviced as per the specifications herein:

Location	Address
Corkscrew WTP	16101 Alico Road, Fort Myers, FL 33913
Pinewoods RO WTP	11950 Corkscrew Road, Estero, FL 33928
Airport Haul Pumping Station	16000 Airport Haul Road, Fort Myers, FL 33913
Three Oaks WRF	18521 Three Oaks Pkwy, Fort Myers, FL 33912
Gateway WRF	13265 Soccer Dr., Fort Myers, FL 33913
Green Meadows RO WTP	16003 Airport Haul Road, Fort Myers, FL 33913
Fiesta Village WRF	1366 San Souci Dr., Fort Myers, FL 33919
Fort Myers Beach WRF	17155 Pine Ridge Rd., Fort Myers Beach, FL 33931
Olga WTP	1450 Werner Dr., Alva, FL 33920
North RO WTP	18250 Durrance Rd., North Fort Myers, FL 33917
Pine Island WTP	6928 Stringfellow Rd., St James City, FL 33956

2.2 The County reserves the right to add or delete, at any time, any or all locations, tasks or services associated with this Agreement and in the manner that is in the best interest of the County.

3. SAFETY REQUIREMENTS

3.1 The Vendor shall comply with all federal and site safety regulations included but not limited to Occupational Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.

3.2 Lee County Utilities follows the NFPA 70E Standard for all its employees working on electrical equipment. The Vendor is required to meet the same standard.

3.3 The Vendor shall supply the proper NFPA 70E compliant PPE (Personal Protective Equipment) for the work to be performed by Vendor's technicians.

4. PREVENTATIVE MAINTENANCE SERVICES

4.1 The Vendor shall provide preventative maintenance services through an Infrared Testing Program and a Breaker Testing program.

4.1.1 Infrared Testing Program features shall include but not be limited to:

4.1.1.1 Ultrasonic and infrared testing shall be performed on switchboards, panel boards, large transfer switches, buss duct, cable tray, transformers and motor control centers. Any additional equipment that cannot be opened while energized shall be scheduled. Testing shall be conducted every twelve (12) months on the following County systems over the course of a three (3) year period.

- Corkscrew WTP
- Pinewoods RO WTP
- Airport Haul Pumping Station
- Three Oaks WRF
- Gateway WRF
- Green Meadows RO WTP
- Fiesta Village WRF
- Fort Myers Beach WRF
- Olga WTP
- North RO WTP
- Pine Island WRF

4.1.1.2 Ultrasonic analysis and infrared testing shall occur prior to removing all necessary covers for thermographic inspection. Each piece of equipment shall be inspected visually and with an infrared camera for their physical and mechanical condition. Images of any anomalies, safety concerns, and recorded information shall be documented.

4.1.1.3 The Vendor shall provide a test report to the County at the conclusion of each infrared test in an electronic format. The report shall show any areas of concern and the recommendation for repairs.

4.1.1.4 The County shall provide the Vendor its final decision and desired action to be taken for the provided recommendation of repairs.

4.1.2 Breaker Testing Program features shall include but not be limited to:

4.1.2.1 Breaker testing shall be performed on switchboards, switchgear, main breaker and transfer switches. Testing shall be conducted in phases of the contract over a three (3) year period.

- Testing shall be conducted during year one (1) at the following locations:
 - Airport Haul Pumping Station
 - Green Meadows RO WTP
 - Three Oaks WRF
- Testing shall be conducted during year two (2) at the following locations:

- Gateway WRF
 - Fiesta Village WRF
 - Corkscrew WTP
 - Pinewoods RO WTP
- Testing shall be conducted during year three (3) at the following locations:
 - Fort Myers Beach WRF
 - Olga WTP
 - North RO WTP
 - Pine Island WRF

4.1.2.2 Breaker testing shall be based on the frequency matrix used in ANSI/NETA MTS-2019 Appendix B document. Each individual Lee County Department shall determine the frequency based on equipment reliability and condition using ANSI/NETA MTS-2019 Appendix B.

4.1.2.3 The Vendor shall provide a test report to the County at the conclusion of each breaker test in an electronic format. The report shall show any areas of concern and the recommendation for repairs.

4.1.2.4 The County shall provide the Vendor its final decision and desired action to be taken for the provided recommendation of repairs.

4.2 All preventative maintenance services performed for this project shall be in accordance with the ANSI/NETA MTS-2019 Appendix B maintenance frequency matrix.

4.3 The individual County department's reserves the right to provide the final determination of preventative maintenance frequencies based on the equipment reliability and condition using ANSI/NETA MTS-2019 Appendix B.

4.4 Scheduling for the service shall be requested in advance by the Vendor and approved and coordinated by the County for all preventative maintenance and any potential disruptions of power that may occur during the service.

4.5 The Vendor shall follow the Lockout/Tag-out procedures at all County Water/Waste Water facility locations to ensure proper shutdown and notification to operations.

4.6 The Vendor shall maintain the ability to remanufacture breakers if required and ensure parts are readily available. All remanufactured breakers shall meet the original manufacturer's standards and specifications.

4.7 The Vendor shall use manufacturer's recommendations or NETA standards for maintenance testing and specifications of the equipment. The inspection and test procedures shall follow the ANSI/NETA MTS-2019 guidelines.

5. EMERGENCY ON-CALL SERVICES

5.1 The Vendor shall provide emergency on-call services for after-hours operations. The Vendor shall be available twenty-four (24) hours per day and must be onsite no less than three (3) hours after the initial contact has been made. This includes providing necessary equipment when applicable.

5.2 Emergency status/categorization for purposes of this Agreement shall be at the discretion of the County department authorizing work to be completed.

6. LOCATION RESTORATION

6.1 The Vendor shall ensure that the site where services are performed shall be restored to the satisfaction of the County, at its sole discretion, following all work completed under this Agreement. Following specific needs, additional services unrelated to the specific scope of work as described herein may be required to provide for full program completion. Such services may be requested under this Agreement when the County deems necessary and applicable.

7. ALLOCATION OF WORK

7.1 Departments shall utilize a primary vendor for the preventative maintenance programs and emergency on-call services. Should a primary Vendor be unable to perform the work, a secondary Vendor would then be called and utilized for the project in accordance with the Work Authorization guidelines provided herein. Nothing provided within this Agreement shall give the primary Vendor exclusive rights to County work or prohibit the County from authorizing work to any other Vendor, holding an Agreement associated with this solicitation, where and as deemed in its best interest to do so at the sole discretion of the County.

8. WORK AUTHORIZATION

8.1 Work Authorization shall be issued through a Purchase Order as the Notice to Proceed. The location and the number of days to complete the task shall be identified and included on the Purchase Order. If the start date is omitted from the Purchase Order then the date of the Purchase Order will default as the NTP start date.

8.2 The County retains the right to select the primary Vendor to whom the Contract award has been made.

8.3 At any time deemed necessary, the County retains the right to utilize the secondary Vendor to whom the Contract award has been made.

8.4 The County reserves the right to purchase materials and deliver required materials and supplies to an identified site or location. There shall be no charges for materials or handling by the Vendor for County purchased materials and supplies.

8.5 Non-Preventative Maintenance repair services (*Regular Hourly Labor Rate services*) shall not exceed \$75,000 per individual repair project without authorization from the County Procurement Department. The County reserves the right to competitively bid any individual repair services exceeding \$75,000.

9. PRICING

9.1 Infrared Testing - Preventative Maintenance: Pricing shall be a one-time rate inclusive of all labor, overhead, profit and any other incidental costs associated with such labor to perform an infrared test at any one given location.

- 9.2 Breaker Testing - Preventative Maintenance: Pricing shall be a one-time rate inclusive of all labor, overhead, profit and any other incidental costs associated with such labor to perform a breaker test at one given location.
- 9.3 Regular Hourly Labor Rates (Non-Preventative Maintenance) – Pricing shall be a fully loaded labor rate inclusive of all labor, overhead, profit and any other incidental costs associated with such labor.
- 9.4 Emergency Hourly Labor Rates – Pricing shall be a fully loaded labor rate inclusive of all labor, overhead, profit and any other incidental costs associated with such labor that is conducted outside of the County facility standard operating hours to include weekends and County observed holidays.
- 9.5 Material Markup – Percentage markup for repair components and new equipment shall be above the Vendor’s incurred costs for such items. A mark-up on sales tax is not allowable. The County reserves the right at any time during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items. The Project Ordering Department reserves the right to approve or reject materials used and/or supporting documentation for materials invoicing when and where available. Percentage shall not exceed 20%.

10. INVOICES

10.1 The Vendor’s invoices shall include the following items:

- The full name of the County employee authorizing the work to be completed;
- Name and address of the location/facility where the work was performed;
- County work order, purchase order or contract number;
- Description of work being performed and when work started and was completed;
- Corrected problem if repairs were provided;
- For Preventative Maintenance – Invoices shall include the date of the preventative maintenance, the program being performed (Infrared or Breaker testing), name of the technician, classification, and serial or identifier number of equipment preventative maintenance was performed on;
- For repair parts and components – Invoices shall include the item description, quantity, unit price, mark up price, and extended amount;
- For replacement equipment (supplied and installed) – Invoices shall include the item description, quantity, manufacturer, model number, serial number, location where delivered or installed, unit price, mark up price and extended amount;
- For regular hourly labor rates (Non-Preventative Maintenance) – Invoices shall include the name of the technician, classification, work performed, hourly rate established in contract, total hours worked, extended amount;

- For emergency hourly labor rates – Invoices shall include the name of the technician, classification, work performed, hourly rate established in contract, total hours worked, extended amount;
- For miscellaneous items, i.e., overnight freight, pick-up or delivery charges, etc., invoices shall indicate such items as a separate line item. Such charges shall be pass-through fees and shall not have markup applied.

For any charges not provided for in the contract nor allocated as material charges, the County reserves the right to request and verify such charges as deemed in its best interest.

11. BOND/SURETY

- 11.1 The Solicitation does not require a Bid Bond; however, any singular work authorization exceeding the required County Performance & Payment Bond limits (\$200,000 at time of advertisement) will require a Performance & Payment Bond be received as described herein.
- a. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 18-22.
 - b. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
 - i. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
 - ii. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
 - c. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
 - d. **Personal Checks are not acceptable to Lee County as a Bid Security or Bonding.**
- 11.2 Surety. In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

12. PERMITS

- 12.1 Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits and fees to be paid by the Vendor to complete work under this Agreement. This section and associated clauses does not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- i. ***Permits as required shall be responsibility of Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>***
- 12.2 Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits 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.
- 12.3 The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 12.4 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.
- 12.5 Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

13 ADDITIONAL SERVICES

- 13.1 The below services will be provided as outlined within the submitted proposal for RFP200466BJB by Circuit Breaker Sales, LLC on file with the Procurement Management Department. These services are inclusive of but not limited to:
- 13.1.1 Philosophy of Program
 - 13.1.2 Scheduling and Equipment
 - 13.1.3 Predictive means and prescriptive measures
 - 13.1.4 Testing, analysis, and outcomes
 - 13.1.5 Minimizing / Maximizing downtimes and uptimes
 - 13.1.6 Calculated repairs and replacements
 - 13.1.7 After Hours / On Call Emergency Response Approach
 - 13.1.7.1Emergency contact availability
 - 13.1.7.2Complying with and fulfilling the response time
 - 13.1.7.3Location of dispatch and emergency response location
 - 13.1.8 Personnel

End of Scope of Work / Specifications

**EXHIBIT B
FEE SCHEDULE**



LEE COUNTY
SOUTHWEST FLORIDA

**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: Circuit Breaker Sales, LLC

SOLICITATION: RFP200466BJB / Electrical Testing and Repair Services – Annual

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

PRICING

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

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

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

ELECTRICAL TESTING AND REPAIR SERVICES - ANNUAL

PREVENTATIVE MAINTENANCE TASKS

Item	Description	Unit of Measure	Test Price
1	Annual Infrared Testing	Each	\$2,500.00
2	Annual Breaker Testing	Each	\$15,448.09

REGULAR HOURLY RATES (For service and repairs as a result of Preventative Maintenance)

Item	Description	Unit of Measure	Hourly Rate
3	Field Technician	Hours	\$125.00
4	Repair Technician	Hours	\$125.00

AFTER-HOURS / EMERGENCY HOURLY RATES (Non Preventative Maintenance)

5	Field Technician	Hours	\$187.50
6	Repair Technician	Hours	\$187.50

ESTIMATED PROJECT TOTAL

MATERIALS MARKUP

Item	Description	% Markup
7	Repair components and new equipment	Cost + 20%

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)
\$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: 03-08-2021

Tim Brewer
Signature
Tim Brewer / GM
Name/Title

STATE OF Texas
COUNTY OF Cooke

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of March, 2021, 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]



Teresa Sprouse
Signature, Notary Public