

B240590KCW
Fire Sprinkler Inspection, Testing, Repair, and Installation - Annual
Total Fire Protection, Inc.

E1 Contract # _____

AGREEMENT FOR FIRE SPRINKLER INSPECTION, TESTING, REPAIR, AND INSTALLATION - 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 Total Fire Protection, Inc., a Michigan Corporation, authorized to do business in the State of Florida, whose address is 5610 Zip Drive, Fort Myers, 33905, and whose federal tax identification number is 38-2998963, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase inspection, testing, repair, and installation services for fire sprinkler systems throughout Lee County facilities from the Vendor in connection with "FIRE SPRINKLER INSPECTION, TESTING, REPAIR, AND INSTALLATION – ANNUAL" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240590KCW on January 21, 2025 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on February 26, 2025; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Section 1 thru 10 of the Scope of Work and Specifications Section of B240250KCW, 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 B240590KCW, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) 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 an additional term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term

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

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending

corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County'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 XII.

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

XV. VENDOR WARRANTY

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

- C. Vendor shall secure from the applicable third-party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Ryan Goossens
 Title: President
 Address: 5610 Zip Drive
Fort Myers, FL
 Telephone: (239) 309-8424
 Facsimile: n/a
 Email: snewhall@totalfire.biz

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

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

M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

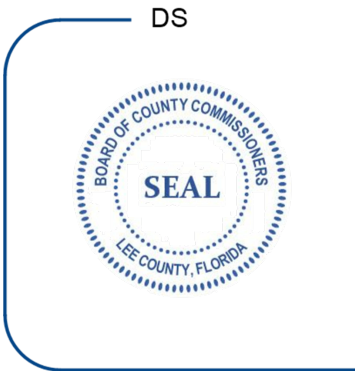
1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS: *[Signature]*
Signed By: *[Signature]*
Print Name: Biandee LeBrun

TOTAL FIRE PROTECTION, INC.
Signed By: *[Signature]*
Print Name: Ryan Goossens
Title: President
Date: 03/14/2025



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Signed By: *Kevin Ruane*
22FDD5F15C7E43A...
Print Name: Kevin Ruane
Title: Chair
Date: 4/3/2025 | 9:07 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
BY: *Melissa Butler*
DEPUTY CLERK

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

DocuSigned by:
BY: *Amanda L. Swindle*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE

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

2. DETAILED SPECIFICATIONS

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

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

2.2. STANDARD FOR INSTALLATION OF FIRE SPRINKLER SYSTEMS

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

2.3. STANDARD FOR INSTALLATION OF STANDPIPE AND HOSE SYSTEMS

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

2.4. STANDARD FOR INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION

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

2.5. FIRE HYDRANTS

2.5.1. When a system inspected is connected to a Fire Hydrant it shall be considered as part of the overall inspection of the fire sprinkler system. Any specific items to be inspected on the hydrant itself will be done following any applicable NFPA, Florida Fire Codes, Florida Building Codes, or any other applicable codes, laws, or ordinances.

3. REPORTING

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

3.1.1. Form 25-13 (Form for Inspection, Testing, and Maintenance of Fire Sprinkler Systems)

3.1.2. Form 25-14 (Form for the Inspection, Testing, and Maintenance of Standpipe and Hose Systems)

3.1.3. Form 25-20 (Form for Inspection, Testing, Maintenance of Fire Pumps)

3.1.4. Form 94-106A (Report of Inspection, and Testing of Water-Based Fire Protection Systems)

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

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

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

4. REPAIRS

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

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

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

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

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

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

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

5. REPLACEMENT PARTS

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

5.2. All parts and equipment not requested to be returned to the County shall become the responsibility of the Vendor(s) to dispose of legally.

6. INSPECTION BY AUTHORITY HAVING JURISDICTION

- 6.1. Any work that requires an inspection by the AHJ, shall be the responsibility of the Vendor(s) to schedule and execute.
- 6.2. Any fees levied by the AHJ for inspections shall be a pass-through cost with no mark-up.
 - 6.2.1. This does not include re-inspection fees due to a previously failed inspection.

7. COMMENCEMENT OF WORK AND SCHEDULING

- 7.1. No work shall be commenced without the issuance of a purchase order provided by the County.
- 7.2. Once a purchase order is received, the Vendor(s) shall work with the County designee to schedule all work to be done under the purchase order.
- 7.3. No work shall commence before authorization has been given by the County designee.

8. EMERGENCY REPAIRS

- 8.1. Vendor shall respond to emergency requests within 30 minutes of receipt of request. Details of the site location and the specific emergency response shall be determined between the County and Vendor at the time of the requested response.
- 8.2. All emergency repair work shall be invoiced as stated below.
 - 8.2.1. Emergencies shall be invoiced at the emergency rate found in the bid tab regardless of when the emergency occurs.

9. BACKGROUND CHECKS

- 9.1. All Vendor personnel working on Lee County Property shall be subject Florida Department of Law Enforcement Background check as well as National Crime Information Center Background check before work can begin.
- 9.2. Vendor personnel shall be subject to the above background checks on an annual basis.
- 9.3. County will work with Vendor to schedule background checks with the appropriate departments.
- 9.4. Vendor shall maintain adequate personnel who have cleared a background check to perform the work at all times.

10. ESCORTING

- 10.1. At all times while performing the work, Vendor personnel shall be escorted by a County designated representative.

END OF SCOPE OF WORK AND SPECIFICATIONS

SPECIAL CONDITIONS

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

1. PROJECT TERM

1.1. The Vendor(s) shall be responsible for furnishing and delivering to the County Fire Sprinkler Inspection, Repair, and Installation services on an "as-needed basis" for a three-year (3) period. Upon mutual written agreement, the parties may renew the Agreement, in whole or in part, for up to two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

2.1. The County intends to award to a Primary, Secondary, and Tertiary vendor based on the lowest project total from qualified, responsible, and responsive vendors that meet all bid specifications.

2.2. The Primary Vendor will be the first contact. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the Secondary Vendor would be the next order of contact, followed by the Tertiary Vendor, and so on, if applicable.

2.3. Additionally, the County reserves the right to reassign the Vendor status due to deficient or non-compliant performance. If the Primary Vendor fails to fulfill the need or meet the agreed-upon timeline, including same-day cancelations, and no-shows, the Vendor will be recorded as deficient and have a formal complaint filed against them. After three deficiencies, the contract will be subject to reassignment of position or termination due to cause.

2.4. The County reserves the right to award to Vendors in the best interest of the County and at the County's sole discretion.

2.5. Vendors shall bid all line items of the bid schedule as found on Form 1a. Line items 4, 5, and 6 shall remain as written. Line items 7 to 12 will not be used as a Basis of Award but will be a part of the contract. Failure to bid all line items may deem the Vendor as non-responsive at the discretion of the Procurement Management Department.

3. BOND/SURETY

3.1. Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 18-22.

3.1.1. A Bid Bond is not required for this solicitation package.

3.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 18-22, a Public Payment and Performance Bond is to be issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee

County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/Vendor. This shall ensure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/Vendor performance under such Contract.

- 3.2.1. A public Payment and Performance bond must be properly executed, by the Surety Company and Vendor, and recorded with the Lee County Clerk of Court, prior to release of any Purchase Order that meets the requirements of a project needing a Performance & Payment Bond. At the time of solicitation issuance, any singular project that exceeds \$200,000 shall require a Performance & Payment Bond in accordance with the regulations stated herein. Such threshold may change as Florida Statute, Lee County Ordinance, and/or Lee County Policy changes.
- 3.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 3.2.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 3.2.4. **Personal Checks are not acceptable to Lee County as a Bid or Bond Security.**

3.3. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of 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.

3.3.1.1. The surety company shall be authorized to do business and be in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

4. MASTER AGREEMENT NOTICE:

- 4.1. This is a "Master" agreement, which is not for any specific project. Work to be performed under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the County.
- 4.2. A Purchase Order shall be issued by the County before commencement of any Work related to this Agreement. Vendor acknowledges and agrees that no minimum order or amount of Work is guaranteed under this Agreement and no minimum charge shall be applied to any work given to Vendor by County.
- 4.3. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items shall be minor such as providing for service completion dates, delivery locations, delivery and working hours, number of units, etc.

5. INDIVIDUAL PROJECT AWARDS

- 5.1. Individual projects are to be awarded to the Primary Vendor. If the Primary Vendor cannot fulfill the need or meet the timeline required, the Secondary Vendor would be the next order of contact. followed by the Secondary, then the Tertiary vendor, etc.

- 5.2. The County reserves the right to bid separately and competitively, for any job estimated to be greater than \$300,000.00

6. SERVICES TERM/COMPLETION TIMEFRAME

- 6.1. The number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall be determined by the County designee at the time work is scheduled.
- 6.2. The County reserves the right to provide additional project clarification details with the issuance of each Purchase Order. Such items shall be minor such as providing for location, working hours, number of units, etc.

7. INVOICING

- 7.1. Vendor shall provide detailed invoices to the County on a schedule to be agreed upon by the Vendor and the County. The information provided on each invoice shall include, but is not limited to:
- Purchase Order number;
 - Staff member name;
 - Staff member roles;
 - Total hours worked;
 - Vendor's established hourly rate from Fee Schedule;
 - Material Cost plus mark-up,
 - Inspection Fees (if applicable)
 - Invoice total
- 7.2. Vendor shall supply any information necessary to accurately verify all costs incurred by the County and such shall accompany the Vendor's invoice. If the County cannot accurately assess the costs for any project, payment shall be withheld until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify material costs, but if, for some reason, this cannot be done the County representative shall determine if the cost of the material is fair and reasonable.
- 7.3. County is not responsible for fees and costs associated with the use of subcontractors. All hourly rates on the fee schedule shall be inclusive of all costs
- 7.4. Materials that the Vendor has in stock and not specifically purchased for the County project do not need to have backup attached unless the County deems the cost of the item to be substantial. When the County so deems the cost to be substantial, the County will request the backup for the item in question.
- 7.5. The County reserves the right to waive price verification of material only, when and as deemed in its best interest and at its sole discretion.

8. PERMITS

- 8.1. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits and fees to be paid by the Vendor to complete work under this Agreement. This section and associated clauses

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

8.1.1. ***Permits as required shall be the responsibility of the Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>***

8.2. Unless otherwise specified herein, the Vendor shall secure and pay for all permits, impact fees, and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Vendor.

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

8.4. Permits and licenses of regulatory agencies, which are necessary to be maintained after the completion of the guarantee period, shall be secured and paid for by the County.

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

8.6. Public Utility Charges and Connection Fees will be reimbursed at cost, if applicable.

9. **BID SCHEDULE**

9.1. Vendor is requested to provide labor rates for the inspection technician, and repair/installation technician. Labor rates shall be fully loaded and inclusive of overhead, profit, benefits, etc. applicable to personnel rate. Should Vendor choose to subcontract any of the Work, Vendor shall be responsible for all costs associated with the use of such subcontractors, and the provided hourly personnel rates shall be used on the invoice.

9.2. Vendor shall provide percentage (%) markup on materials, not to exceed 15 percent.

9.3. Equipment: Upon prior County approval, all equipment deemed “necessary” to be rented or leased for use on a project under this solicitation shall include a 10% mark-up as indicated on the bid schedule.

9.4. Third-party Testing: All third-party testing needed under this solicitation shall include a 10% mark-up as indicated on the bid schedule.

9.5. Inspection Fees: Any inspection fees incurred and levied by the AHJ shall be a pass-thru cost as indicated on the bid schedule.

9.6. Quantities listed on the Bid Schedule are estimations for bid evaluation only. No work is guaranteed to Vendor and unit prices shall be used for all work granted to Vendor under this Agreement.

10. **HOURS OF SERVICE**

10.1. As all units are utilized daily, inspection times shall be limited to a general time frame of Monday-Friday (5:00 a.m. - 7:00 p.m.) local Eastern Standard Time.

- 10.2. Regular Hourly Rates for labor shall apply for services provided during Monday-Friday (5:00 a.m. - 7:00 p.m.) local Eastern Standard Time (excluding holidays.)
- 10.3. Evenings/Weekend Rates for labor shall apply for services provided Monday - Thursday (7:01 p.m. - 4:59 a.m.) and Friday (7:01 p.m.) - Monday (4:59 a.m.) local Eastern Standard Time.
- 10.4. Holiday prices for labor shall apply for services provided on any County-observed, whether on the direct day of the holiday or the observed day of the holiday. County-observed Holidays are posted at <https://www.leegov.com/hr/holidays> on October 01 for each successive year but may be subject to change.

New Year's Day	December 31, 2024 - January 1, 2025 Tuesday and Wednesday
Martin Luther King Jr. Day	January 20, 2025
Memorial Day	May 26, 2025
Independence Day	July 4, 2025
Labor Day	September 1, 2025
Veterans' Day	November 11, 2025
Thanksgiving	November 27-28, 2025
Christmas	December 25-26, 2025 Thursday and Friday

- 10.5 Note: All tests that result in the activation of fire alarm devices (sounding of bells) must be conducted prior to 5:00 a.m. or after 5:30 p.m. local Eastern Standard Time or testing could be scheduled in advance with the authorized County designee.
- 10.6 Inspections shall not be permitted on any County holidays unless prior approval has been received from the County.

END OF SPECIAL CONDITIONS



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

Posted Date: January 23, 2025

Solicitation No.: B240590KCW

Solicitation Name: Fire Sprinkler Inspection, Testing, Repair, and Installation - 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. 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. ATTACHMENTS
 - A. LEE COUNTY FIRE SPRINKLER INSPECTION LOCATIONS
2. QUESTIONS/ANSWERS

1.	I do not see a list of the buildings/systems that need to be inspected. Only info found was Estimated Quantity of Hours. Please provide this information so we can produce a bid for the inspections.
Answer	Please see Attachment A: Lee County Fire Sprinkler Inspection Locations. Note: You are bidding on the hourly rate to complete the inspections not a price per system inspection. Due to varying security levels and size differences, some buildings take much longer to gain access and require additional time to move within the building to complete the inspection.

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.

Kevin C Walker
 Kevin Walker
 Procurement Analyst Direct Line: 239-533-8807
 Lee County Procurement Management

Attachment A: Lee County Fire Sprinkler Inspection Locations				
<u>Building Name</u>	<u>Address</u>	<u>City</u>	<u>Building Square Feet</u>	<u>5 Year Due</u>
Administration	2115 Second Street	Fort Myers	85,360	2026
Admin East	2201 Second Street	Fort Myers	67,473	2025
Animal Services	5600 Banner Drive	Fort Myers	18,000	
Billy Creek DOT Engineering	5642 Enterprise PKWY	Fort Myers	32,132	2025
Billy Creek DOT Operations	5560 Zip Drive	Fort Myers	8,397	2025
Billy Creek DOT Traffic Admin	5650 Enterprise PKWY	Fort Myers	9,912	2025
Billy Creek DOT Traffic Warehouse	5660 Enterprise PKWY	Fort Myers	18,731	2025
Bonita Springs Library	10560 Reynolds Street	Bonita Springs	36,530	2029
Cape Coral Government Complex	1039 SE 9th Ave	Cape Coral	52,765	2026
Cape Coral Library	921 SW 39th Ter	Cape Coral	42,793	
Constitutional Complex	2480 Thompson Street	Fort Myers	104,431	2026
County / City Annex	1825 Hendry street	Fort Myers	45,000	2025
Depot 1	190 Evergreen Road	North Fort Myers	21,972	2026
East County Library	881 Gunnery Road N	Lehigh Acres	40,950	2026
Elections Warehouse	13180 S Cleveland Ave	Fort Myers	53,827	
Emergency Operations Center	2675 Ortiz Ave	Fort Myers	31,524	Current Expansion Project
EMS 17	2910 Trail Dairy Cir	North Fort Myers	1,856	2028
Ems Lee Flight Hanger	2390 N Airport Road	Fort Myers	20,877	2025
Estero Rec Center	9200 Corkscrew Palms BLVD	Estero	40,111	2026
Fleet	2955 Van Buren Street	Fort Myers	51,410	2028
Fleet 20/20	2959 Van Buren Street	Fort Myers	4,480	2028
Fort Myers Regional Library	2450 First Street	Fort Myers	37,401	2025
Hough Street Warehouse	1953 Hough Street	Fort Myers	22,172	
Human Services	2440 Thompson street	Fort Myers	18,981	2025
Jail	1720 Monroe Street	Fort Myers	149,017	2026
Jet Blue Stadium	11500 Fenway South Drive	Fort Myers	91,497	

Jet Blue Clover	11500 Fenway South Drive	Fort Myers	1,726	
Jet Blue Maintenance	13200 David Ortiz Way	Fort Myers	1,824	
Justice Center Proper	1700 Monroe Street	Fort Myers	242,430	2026
Justice Center Tower	2075 Dr Martin Luther King Jr BLVD	Fort Myers	180,632	2026
Justice Center Annex	2000 Main Street	Fort Myers	121,552	2026
Lakes Regional Library	15290 Bass Road	Fort Myers	40,324	2025
Lehigh Acres Concession	1145 Village Lakes BLVD	Lehigh Acres	12,637	2029
Morgue	70 S Danley Drive	Fort Myers	17,534	
North Fort Myers Rec Center	2000 N Recreation Park Way	North Fort Myers	37,148	2025
North Fort Myers Pop Warner	2041 N Recreation Park Way	North Fort Myers	7,886	2025
North Fort Myers Library	2001 N Tamiami Trail	North Fort Myers	29,909	
NW Regional Library	519 Chiquita Blvd N	Cape Coral	43,382	2029
Old Court House	2120 Main Street	Fort Myers	23,851	2026
Ortiz Detention Core 1	2501 Ortiz Ave	Fort Myers	133,382	2026
Ortiz Detention Core 2	2501 Ortiz Ave	Fort Myers	178,000	2026
Ortiz Detention CPU's	2501 Ortiz Ave	Fort Myers	44,712	2026
Ortiz Detention Maintenance	2501 Ortiz Ave	Fort Myers	4,894	2026
Parking Garage	2120 Dr Martin Luther King Jr BLVD	Fort Myers	303,838	2029
Pine Ridge EMS	15660 Pine Ridge Road	Fort Myers	18,623	2025
Pine Ridge Sheriff	15650 Pine Ridge Road	Fort Myers	18,623	2025
Pine Ridge Tax Collector	15680 Pine Ridge Road	Fort Myers	10,726	2025
Public Safety	14750 Ben C Pratt Six Mile Cypress PKWY	Fort Myers	92,635	2026
Public Works	1500 Monroe Street	Fort Myers	90,938	2026
Riverdale Library	2421 Buckingham Road	Fort Myers	7,250	2025
Rosa Parks	2250 Widman Way	Fort Myers	8,434	2026
Sanibel Toll	18700 McGregor BLVD	Fort Myers	5,650	2026
Sheriff Forensics	10070 Intercom Drive	Fort Myers	24,751	

Sheriff Gun Range	6570 Felix Romano Ave	Lehigh Acres	49,902	2026
Six Mile Cypress Slough	7791 Penzance BLVD	Fort Myers	7,045	2029
South County Regional Library	21100 Three Oaks PKWY	Fort Myers	32,934	2025
Sports Complex Players Academy	14112 Ben C Pratt Six Mile Cypress PKWY	Fort Myers	63,468	2026
Sports Complex Stadium	14100 Ben C Pratt Six Mile Cypress PKWY	Fort Myers	323,221	2026
Talking Books	1651 Lee Street	Fort Myers	6,347	
Transit HQ Admin	3401 Metro PKWY	Fort Myers	34,680	2025
Transit HQ Maintenance	3403 Metro PKWY	Fort Myers	53,719	2025
Lee Civic Center	11861 Bayshore Rd	North Fort Myers	84,376	
<p>*Includes 1 Annual, 2 quarterly, and 1 semi-annual inspection which are required every year, repair of any deficiencies identified, and repairs of leaks and equipment failures that may occur between inspections.</p> <p>**Please note that due to the size of many of these facilities, the inspections can and do take multiple days to complete.</p> <p>***The estimated hours necessary to complete these tasks are provided on the bid schedule. You are bidding on time, not on the number of inspections or locations.</p>				

EXHIBIT B - FEE SCHEDULE

The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

PRIMARY VENDOR FOR THE FOLLOWING ITEMS:


		PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM	
COMPANY NAME: <u>Total Fire Protection, Inc.</u>			
SOLICITATION: <u>B240590KCW - Fire Sprinkler Inspection, Testing, Repair, and Installation - Annual</u>			
FIRE SPRINKLER INSPECTION, TESTING, REPAIR, AND INSTALLATION			
TIME			
Item	Description	Unit	Rate
1	Inspection Technician	Hourly Rate	\$ 79.00
2	Repair/ Installation Technician	Hourly Rate	\$ 79.00
MATERIALS			
Item	Description	Unit	Mark-up
3	Materials Mark-up	%	15%
JOB-RELATED COSTS			
Item	Description	Unit	Rate
4	Equipment	%	10%
5	Third-Party Testing	%	10%
6	Inspection Fees - AHJ	N/A	Pass-Thru
AFTER HOURS AND HOLIDAY RATES			
Item	Description	Unit	Rate
7	Inspection Technician EVENING/WEEKEND Rate	Hourly Rate	\$ 110.00
8	Repair/ Installation Technician EVENING/WEEKEND Rate	Hourly Rate	\$ 110.00
9	Inspection Technician HOLIDAY Rate	Hourly Rate	\$ 158.00
10	Repair/ Installation Technician HOLIDAY Rate	Hourly Rate	\$ 158.00
11	Inspection Technician EMERGENCY Rate	Hourly Rate	\$ 120.00
12	Repair/ Installation Technician EMERGENCY Rate	Hourly Rate	\$ 120.00

EXHIBIT C - INSURANCE GUIDE
Lee County Insurance Requirements

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

- 1 **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

- 2 **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

- 3 **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."***



Lee County Insurance Requirements

Verification of Coverage:

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

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

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

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

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

Special Requirements:

- (1) An appropriate "Indemnification" clause shall be made a provision of the contract.
- (2) It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Revised 12/02/2022 – Page 2 of 2

End of Insurance Guide Section

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

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

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

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

Date: 03/14/2025

STATE OF Florida
COUNTY OF Lee

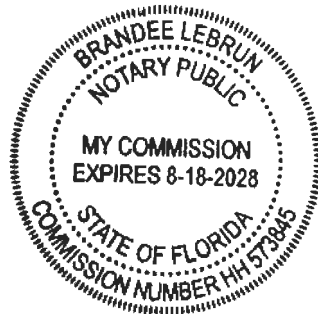

Signature

Ryan Goossens, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14 day of March, 2025, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____

Type of Identification

[Stamp/seal required]




Signature, Notary Public