

**AGREEMENT FOR
FIRE DOOR INSPECTION, REPAIR, AND INSTALLATION**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LSS Life Safety Services, LLC, a Kentucky limited liability company authorized to do business in the State of Florida, whose address is 908 S. 8th Street, Suite 500, Louisville, KY 40203, and whose federal tax identification number is 20-1311415, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase fire door inspection, repair, and installation services from the Vendor in connection with "Fire Door Inspection, Repair, and Installation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210028DJW on August 13, 2021 (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 September 30, 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 Sections 1 through 5, Scope of Work and Specifications of B210028DWJ 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 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 on an "as needed basis" 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 the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

XV. MISCELLANEOUS

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

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

Vendor's Representative:		County's Representatives:		
Name:	<u>R. Craig Rutledge</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>908 S. 8th Street, Suite 500, Louisville, KY 40203</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>888-675-4519</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>502-964-1337</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>info@lifesafetyservices.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

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

WITNESS:

Signed By: *Ash Braunecker*

Print Name: Ash Braunecker

LSS LIFE SAFETY SERVICES, LLC

Signed By: *R. Craig Rutledge*

Print Name: R. Craig Rutledge

Title: President / Member

Date: 10/11/2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
~~CHAIR~~ **VICE CHAIR**

DATE: 12/13/21

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

SPECIFICATIONS OR SCOPE OF SERVICES

VER. 08-20-2020

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Fire Door Inspection, Maintenance and Repairs to all Lee County facilities, to ensure full accordance with the National Fire Protection Association (NFPA) Standard for Fire Doors and Other Protective Openings, as may be updated from time to time.
- 1.2. It is the County's intention to have all fire doors and protective openings within County facilities inspected each year. Currently the County estimates that there are approximately 1,970 fire doors and protective openings throughout 78 County facilities.

2. DETAILED SPECIFICATION FOR FIRE DOOR TESTING, INSPECTION, MAINTENANCE, AND REPAIR

- 2.1. In conducting all work under the Agreement, the Vendor shall adhere to all requirements outlined by NFPA, local and State Building Codes, and any authority having jurisdiction requirements for testing, inspection, maintenance, and repair, which include, but are not limited to, the following:
- 2.2. ACCEPTANCE TESTING:
 - 2.2.1. Acceptance testing of fire door and window assemblies shall be performed by a qualified person with knowledge and understanding of the operating components of the type of assembly being subject to testing.
 - 2.2.2. Before testing, a visual inspection shall be performed to identify any damaged or missing parts that can create a hazard during testing or affect operation or resetting.
 - 2.2.3. Acceptance testing shall include the closing of the door by all means of activation.
 - 2.2.4. A record of these inspections and testing shall be made in accordance with NFPA standards.
 - 2.2.5. Vendor is required to attend pre-project meetings with authorized County personnel for larger projects and sensitive County facilities.
- 2.3. FIRE DOOR INSPECTION: At a minimum the following items shall be verified by Vendor with each Fire Door Inspection completed.
- 2.4. Swinging doors:
 - 2.4.1. Labels are clearly visible and legible.
 - 2.4.2. No open holes or breaks exist in surfaces of either the door or frame.
 - 2.4.3. Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
 - 2.4.4. The door, frame, hinges, hardware, and noncombustible threshold are secured, aligned, and in working order with no visible signs of damage.
 - 2.4.5. No parts are missing or broken.
 - 2.4.6. Door clearances do not exceed clearances listed in NFPA requirements.
 - 2.4.7. The self-closing device is operational; that is, the active door completely closes when operated from the full open position.
 - 2.4.8. If a coordinator is installed, the inactive leaf closes before the active leaf.
 - 2.4.9. Latching hardware operates and secures the door when it is in the closed position.
 - 2.4.10. Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
 - 2.4.11. No field modifications to the door assembly have been performed that void the label.
 - 2.4.12. Meeting edge protection, gasketing and edge seals, where required, are inspected to verify their presence and integrity.
 - 2.4.13. Signage affixed to a door meets the requirements of NFPA
- 2.5. Horizontally Sliding, Vertical Sliding, and Rolling Doors:
 - 2.5.1. Labels are clearly visible and legible.
 - 2.5.2. No open holes or breaks exist in surfaces of either the door or the frame.
 - 2.5.3. Slats, end locks, bottom bar, guide assembly, curtain entry, hood, and flame baffle are correctly installed and intact for rolling steel fire doors.
 - 2.5.4. Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
 - 2.5.5. Curtain, barrel, and guides are aligned, level, plumb, and true for rolling steel fire doors.
 - 2.5.6. Expansion clearance is maintained in accordance with the manufacturer's listing.
 - 2.5.7. Drop release arms and weights are not blocked or wedged.
 - 2.5.8. Mounting and assembly bolts are intact and secured.
 - 2.5.9. Attachments to jambs are with bolts, expansion anchors, or as otherwise required by the listing.
 - 2.5.10. Smoke detectors, if equipped, are installed and operational.

- 2.5.11. No parts are missing or broken.
- 2.5.12. Fusible links, if equipped, are in the correct location; chain/cable, s-hooks, eyes, and so forth, are in good condition; the cable or chain is not kinked, pinched, twisted, or inflexible; and links are not painted or coated with dust or grease.
- 2.5.13. Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
- 2.5.14. No field modifications to the door assembly have been performed that void the label.
- 2.5.15. Doors have an average closing speed of not less than 6 in./sec (152 mm/sec) or more than 24 in./sec (610 mm/sec).
- 2.5.16. Rolling steel fire doors shall be drop tested twice. The first test shall be to check for proper operation and closure. The second test shall be done to verify the automatic closing device has reset properly.

3. MAINTENANCE, REPAIR, INSTALLATION

- 3.1. Within 60 calendar days from the date of inspection a quote to repair all deficiencies shall be provided to the County. All maintenance, repair, and new installations quotes shall be provided as follows.
 - 3.1.1. Quote shall be a not to exceed price, that at no time may be exceeded by Vendor without County authorization.
 - 3.1.2. Quote shall provide line item costs for all materials, labor and equipment.
 - 3.1.3. Labor rate shall be per fee schedule established by Vendor's agreement.
 - 3.1.4. Material and equipment mark-up shall be per the fee schedule established by the Vendor's agreement.
- 3.2. All maintenance, repair, and new installations shall be done per NFPA Standards.
- 3.3. Upon completion of all maintenance/repair/installation work fire door assemblies shall be tested, and inspected in accordance with NFPA standards.
- 3.4. Upon completion of testing and inspection after maintenance/repairs, a new testing and inspection report shall be made in accordance with NFPA standards for testing, and inspection reports.

4. REPORTING

- 4.1. Testing and Inspection: within thirty (30) calendar days from the date of completed inspection a record of all inspections and testing shall be provided, which includes, but is not limited to:
 - 4.1.1. Date of inspection
 - 4.1.2. Name of facility
 - 4.1.3. Address of facility
 - 4.1.4. Name of person(s) performing inspection and testing
 - 4.1.5. Company name and address of inspecting company
 - 4.1.6. Signature of inspector of record
 - 4.1.7. Individual record of each inspected and tested fire door assembly.
 - 4.1.8. Opening identifier and location of each inspected and tested fire door assembly
 - 4.1.9. Type and description of each inspected and tested fire door assembly.
 - 4.1.10. Verification of visual inspection and functional operations.
 - 4.1.11. Listing of deficiencies in accordance with NFPA standards.
- 4.2. Maintenance: Within 45 calendar days from the date of maintenance/repairs a record of all maintenance shall be provided, which includes, but is not limited to:
 - 4.2.1. Date of maintenance.
 - 4.2.2. Name of facility.
 - 4.2.3. Address of facility.
 - 4.2.4. Name of person(s) performing maintenance.
 - 4.2.5. Company name and address of maintenance personnel.
 - 4.2.6. Signature of maintenance personnel performing the work.
 - 4.2.7. Individual listings of each inspected and tested fire door assembly.
 - 4.2.8. Opening identifier and location of each repaired fire door assembly.
 - 4.2.9. Type and description of each repaired fire door assembly.
 - 4.2.10. Description or listing of the work performed on each fire door assembly.

5. PERSONNEL

- 5.1. All individuals and staff under Vendor shall wear the proper personal protective equipment (PPE), shall ensure that the appropriate parties have been notified, and must be accompanied by an authorized County staff member prior to entering a County facility.

- 5.2. Individuals completing inspections, testing, and repairs for Vendor under this Agreement shall be direct employees of the Vendor and shall not be sub-contractor or employed via temporary labor agencies working on behalf of the Vendor.
- 5.3. The County reserves the right to request replacement of any inspector, technician, or staff member performing services for Vendor that the County deems, in its sole discretion, to be unsatisfactory to the County's standards of work.
- 5.4. Should the Vendor require the use of a sub-contracted service to complete inspection, testing, or repair services, all such sub-contract teams shall receive County approval prior to completing work. Such approval may only be provided by the County authorized representative and whenever feasible should be provided in writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this Agreement. The County reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the County deem, at its sole discretion, to be unsatisfactory to the standards of the County.
- 5.5. Security and background checks for individuals and staff completing inspections, testing, and repairs for Vendor under this agreement shall be required for Lee County secure facilities. Security and background checks must be completed prior to entering the facility. The County reserves the right in its sole discretion to deny access to any individual as they deem necessary. Vendor shall coordinate security and background checks with County point of contact prior to schedule date and time of service.
- 5.6. The following personnel shall be defined as follows:
- 5.6.1. Repair Technician services shall consist of general inspections and repair services. Work performed in this level shall be for inspections or repairs including, but not limited to:
- Door inspection
 - Door removal or replacement
 - Removal and installation of door hardware or closers
 - Minor painting or patching
 - Threshold, drip edge, or kick plate repairs
 - Minor shoring or framing
 - Work area cleanup and staging of materials
- 5.6.2. Specialty Technician services shall consist of technical inspections and repair services. Work performed in this level shall be for inspections or repairs including, but not limited to:
- All items listed for Standard Technician
 - Glazing inspections
 - Labeling identification and code designation of fire rating
 - Installation of glass impact doors
 - Welding repairs
 - Bondo repairs
 - Engineered shoring or framing
- 5.6.3. Supervisor services shall consist of all inspections and repair services. Work performed in this level shall be for inspections or repairs including, but not limited to:
- All items listed for Standard & Specialty Technician
 - County worksite contact and oversight of Vendor employees
 - Documentation and reporting of inspections and pertinent information for County use
 - Manage and oversight of Vendor sub-contractors, work site equipment, and material deliveries
- 5.6.4. Additional Labor/Personnel services shall consist of all inspections and repair services. Work performed in this level shall be for inspections or repairs including, but not limited to:
- Any employee roles or job duties not listed in the above mentioned personnel descriptions.

End of Scope of Work and Specifications Section

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 shall be responsible for furnishing and delivering to the County Fire Door Inspection, Repair, and Installation services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the 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.

2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendors are required to bid on all line items within Section 1. Failure to bid on all line items within Section 1 will deem the Vendor non-responsive.
- 2.3. Section 2 is comprised of miscellaneous labor rates for services that will not be considered as part of the project total or basis of award, but will become part of the Vendor's contract.

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.lee.gov/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 Bond ability, 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 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 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. It is the intent of the County to bundle facilities with smaller fire door counts together to avoid Purchase Orders nominal in nature, however such bundling is not guaranteed. No work is guaranteed.

5. SERVICES TERM/COMPLETION TIMEFRAME

- 5.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.
- 5.2. Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance shall require the Vendor to provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.
- 5.3. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

6. INVOICING

- 6.1 The Vendor shall provide detailed invoices to the County on a schedule to be agreed upon by the Vendor and the County. The information provided on each invoice shall include, but is not be limited to:
 - Purchase Order number;
 - Staff members name;
 - Staff members role;
 - Total hours worked;
 - Vendor's established hourly rate from Fee Schedule;
 - Vendor's pay rate of the Staff person;
 - Copy of Staff's time sheet; and
 - Invoice total
- 6.2 The Vendor shall submit invoices to the County for the payroll of Staff members in the week in which they are paid by the Vendor to the Staff.
- 6.3 Items not covered by the fee scheduled, but deemed necessary to provide for full project completion or site restoration must be quoted on a per project basis and must be listed as a separate line item on the Vendor's quote when requested for a project.
- 6.4 Materials and equipment shall be invoiced showing the cost of materials and final cost to the County based on markup percentage provided in the bid schedule and Vendor's associated Agreement Fee Schedule.
 - 6.4.1 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 assess accurately the costs for any project, payment shall be held until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the materials and/or equipment costs, but if for some reason this cannot be done the County representative shall determine the cost of the material or equipment charge.
 - 6.4.2 Materials that the Vendor has in stock and not specifically purchased for a County project does not need to have back-up attached unless the County deems the cost for the item to be substantial. When the County so deems the cost to be substantial, County will request back-up for the item in question.
 - 6.4.3 County reserves the right to waive price verification of material or equipment only when and as deemed in its best interest and at its sole discretion.
 - 6.4.4 For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., invoices shall indicate such items as a separate line item.

- 6.4.5 For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., such charges shall be pass-through charges at Vendor costs incurred.

7. PERMITS

- 7.1. 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.
- 7.1.1. *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>*
- 7.2. 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.
- 7.3. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 7.4. 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.
- 7.5. Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

8. BID SCHEDULE & PRICING

- 8.1. Vendor is requested to provide fees within Section 1 as follows: a fully loaded fixed fee to conduct Fire Door Inspection(s) as defined herein as well as the personnel hourly rates and percentage (%) markup on materials and equipment items to cover maintenance, repairs, and installation services described herein and as a result of Fire Door Inspections completed. Additional blank lines have been provided to allow Vendor to provide hourly labor rates for any additional labor positions available to the County through the Vendor.
- 8.2. Personnel hourly rates shall be fully loaded rates inclusive of all overhead, profit, benefits, etc. related to staffing.
- 8.3. Material and equipment markup shall be charged against the associated fees and costs directly paid by the Vendor to conduct work authorized under this contract.
- 8.4. Estimated quantities are an anticipated annual amounts and do not represent guaranteed quantities. No work is guaranteed.

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Fire Door Inspection	ea	\$15.00
2	Repair Technician	hr	\$95.00
3	Specialty Technician	hr	\$105.00
4	Supervisor	hr	\$125.00
6	Material Mark Up	%	20.00%
7	Equipment Mark up	%	20.00%

EXHIBIT C

INSURANCE REQUIREMENTS

VER 08-20-2020

INSURANCE GUIDE



Lee County Insurance Requirements

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

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

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

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

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

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

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

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

Revised 03/19/2018 – Page 1 of 2



Verification of Coverage:

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

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

Special Requirements:

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

Revised 03/19/2018 Page 2 of 2

End of Insurance Guide Section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



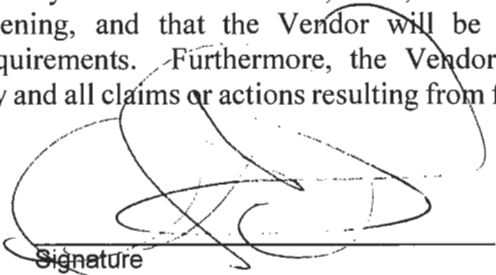
VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 10/11/2021

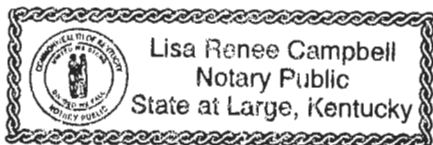

Signature

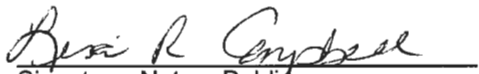
STATE OF KY
COUNTY OF Jefferson

R. Craig Rutledge, President / Member
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of October, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: (N/A - personally known to me)

[Stamp/seal required]




Signature, Notary Public
Exp: 6/16/2025
Commission No: KYNP29343