

AGREEMENT FOR HVAC REPAIR & REPLACEMENTS – 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 Waterside Mechanical, Inc., a Florida corporation, whose address is 6260 Metro Plantation Road, Fort Myers, FL 33966, and whose federal tax identification number is 20-0340324, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase HVAC repair, replacement, and additional services including but not limited to preventative maintenance from the Vendor in connection with "HVAC Repair & Replacements – Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240250DJN on March 12, 2024 (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 Inteded Decision on May 17, 2024; 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, a more specific description of the Project Scope of Services is set forth in Sections 1 through 3 of the Detailed Specifications section of RFP240250DJN, 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 No. RFP240250DJN, 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.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement 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 term of three (3) years. The

increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

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. CONTRACT TERMINATION

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

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

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 30 days.
- F. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. 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.

- D. For 12 month(s) from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 12 month(s), this warranty shall be extended to that longer duration.
- E. For 90 day(s) from the date of County's receipt of products provided hereunder, Vendor warrants that the rebuilt or repaired equipment under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 90 day(s), this warranty shall be extended to that longer duration.

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: Jeff Beatson
 Title: President
 Address: 6260 Metro Plantation Rd, Fort Myers, FL 33966
 Telephone: 239-332-7244
 Facsimile: 239-332-8510
 Email: jeff@watersidemechanical.com

County’s Representative

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

- J. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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:

Waterside Mechanical, Inc.

Signed By: *Laura Howard*
Print Name: Laura Howard

Signed By: *Jeff Beaton*
Print Name: Jeff Beaton
Title: President
Date: 5/3/2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Mike Greenwell
AD51A9A2E8E943C
Signed By: _____
Print Name: Mike Greenwell
Title: Chair
Date: 6/21/2024 | 10:54 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
Melissa Butler
B72C163D219C404...
BY: _____
DEPUTY CLERK

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

DocuSigned by:
Robert Holborn
0709AF6D28494C8...
BY: _____
OFFICE OF THE COUNTY ATTORNEY

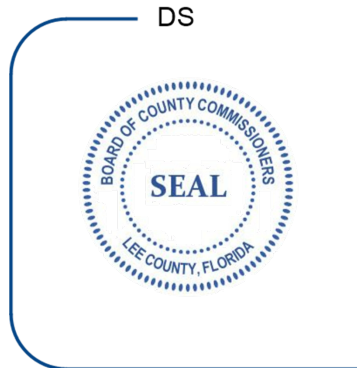


EXHIBIT A DETAILED SPECIFICATIONS

VER 01-24-24

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1 Lee County Board of County Commissioners seeks to contract with qualified CONTRACTORS to provide HVAC repair, replacement, and additional services including but not limited to preventative maintenance to the County on an as-needed basis. The Contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping, furnaces, boilers, or other appurtenances used to control the temperature, humidity, and airflow, and electrical lines, mechanical and control components are included.
- 1.2 Manufacturers utilized by the County include, but are not limited to:
 - 1.2.1 Trane
 - 1.2.2 Lennox
 - 1.2.3 Carrier
 - 1.2.4 Mitsubishi
 - 1.2.5 Daikin
- 1.3 The Contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The CONTRACTOR shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.
- 1.4 During the term of this Agreement and any renewals, the CONTRACTOR shall maintain a State Certified Class A Florida HVAC License throughout the term of the Agreement.
- 1.5 Respond to calls for service as follows:
 - 1.5.1 It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. By submitting a proposal, the CONTRACTOR, if awarded a contract, shall agree to the following response times:
 - 1.5.1.1 Emergencies – on site in two (2) hours or less.
 - 1.5.1.2 Emergency status/categorization for purpose of this Agreement shall be at the discretion of the County department authorizing work to be completed.
 - 1.5.1.3 Regular repairs - return the County's phone call within one hour, and repairs shall be started within twenty-four (24) hours or less.
 - 1.5.1.4 Weekends and Holidays - return the County's phone call within one (1) hour, and repairs shall be started by the next business day unless an emergency.
- 1.6 Order equipment and parts for the County in a timely manner to keep the facility's HVAC systems running.
- 1.7 Make modifications and repairs on the spot to keep the facility operational.
- 1.8 New installation equipment requires either Bethel Coating or Corrosion Solutions coating of condenser units and parts e.g., coils, piping, etc., prior to assembly to protect the components from harsh environments.

EXHIBIT A

DETAILED SPECIFICATIONS

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2. TECHNICAL SPECIFICATIONS

2.1 Repair and Replacement:

- 2.1.1 Perform repair work at the County's location or pick up the equipment from the County's location for repair at the CONTRACTOR's shop.
- 2.1.2 Maintain adequate spare parts in the CONTRACTOR'S shop for any emergency repairs.
- 2.1.3 Perform test runs on all repaired or new equipment and document acceptance by the County.
- 2.1.4 Removal, inspection, evaluation, repair, and re-installation of existing equipment or installation of new equipment.

2.2 Preventative Maintenance (OPTIONAL)

- 2.2.1 Preventative Maintenance will be quoted from the awarded vendors for the items listed below on an as-needed basis as various county equipment maintenance needs vary by department.
- 2.2.2 Check filters and change if needed (filters shall be supplied by the CONTRACTOR)
- 2.2.3 Inspect the entire system.
- 2.2.4 Check all controls including thermostats, and damper operators when necessary.
- 2.2.5 Check operation and condition of all components.
- 2.2.6 Adjust and check motors, starters, valves, drives, and accessories.
- 2.2.7 Lubricate all moving parts, motors, bearings, etc., add compressor oil as needed.
- 2.2.8 Clean spray nozzles and air-cooled condensers
- 2.2.9 Acid clean condenser and evaporator coils
- 2.2.10 Check for refrigerant leaks and recharge if needed.
- 2.2.11 Adjust and lubricate damper linkage.
- 2.2.12 Inspect air dampers and damper motors.
- 2.2.13 Check and adjust heating equipment and controls.
- 2.2.14 Inspect all interconnecting refrigerant, condenser water, and chilled water piping.
- 2.2.15 Inspect all insulation on the equipment and refrigerant piping.
- 2.2.16 Inspect all capacity, temperature, and safety devices which control the equipment.
- 2.2.17 Inspect stream traps and manual service valves at the equipment.
- 2.2.18 Inspect electric wiring from the starter to the motor.
- 2.2.19 All refrigerants shall be recovered and recycled in accordance with all applicable federal, state and local regulations.
- 2.2.20 Check/Monitor and respond to computer control alarms.
- 2.2.21 Inspect and clean condensation pans and lines.
- 2.2.22 Inspect and adjust tension on all belts and replace when necessary.
- 2.2.23 Inspect and adjust all relays, contactors, switches, and controls as required.
- 2.2.24 Check and maintain compressor oil levels.
- 2.2.25 Check and adjust thermostatic expansion valves as required.
- 2.2.26 Inspect equipment for rust and corrosion.

3. DOCUMENTATION

- 3.1 The CONTRACTOR shall provide to requesting Department all installation, operation, and maintenance manuals for all new equipment supplied and/or installed, as well as the documentation for warranties.

EXHIBIT A DETAILED SPECIFICATIONS

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- 3.2 The Vendor shall provide digital pictures of the equipment data plates showing model numbers, serial numbers, etc. for equipment installed in such a way that the plates are difficult to read or access.

End of Detailed Specifications

EXHIBIT A

DETAILED SPECIFICATIONS

VER 01-24-24

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 Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the 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. It is the intent of the County to award to a pool of qualified, responsible, and responsive CONTRACTORS that meet all bid specifications.
- 2.2. The County reserves the right to award to CONTRACTORS in the best interest of the County and at the County's sole discretion.
- 2.3. CONTRACTORS shall bid all line items of the bid schedule as found on Form 1a. Failure to bid all line items may deem CONTRACTOR as non-responsive at the discretion of the Procurement Management Department.

3. LETTER OF BONDABILITY

- 3.1. This bid does not require a Bid Bond; however, the CONTRACTOR is requested to provide a Letter of Bondability from their Surety Company showing their bonding capacity with their bid submission. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better.

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. CONTRACTOR 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 CONTRACTOR by County.
- 4.3. 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 in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, etc...

5. INDIVIDUAL PROJECT AWARDS

- 5.1. Any project/task order with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid, and able to meet the required schedule.
- 5.2. Any project/task order \$50,000.01 or greater, shall be quoted by a minimum of three (3) CONTRACTORS holding a contract under this solicitation. If there are fewer than three (3) CONTRACTORS holding a valid contract, then all CONTRACTORS shall quote the project/task. When quotes are requested, the CONTRACTOR'S submission shall be based on unit prices contracted, or lower. The quote shall not list any

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prices that are higher than the contracted price. Award of the project shall be made to the CONTRACTOR holding a valid contract under this solicitation, with the lowest quoted price, and able to meet the project schedule.

- 5.3. The County reserves the right to bid separately and competitively any, and all jobs estimates greater than \$300,000.00.
- 5.4. Departments shall utilize the CONTRACTOR that is in the best interest of the County based on the needs for each individual project and following the Work Authorization guidelines provided herein. Nothing provided within this Agreement shall give the CONTRACTOR exclusive rights to County work or prohibit the County from authorizing work to any CONTRACTOR, holding an Agreement associated with this solicitation, where and as deemed in its best interest to do so at the sole discretion of the County.

6. SERVICES TERM/COMPLETION TIMEFRAME

- 6.1. 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. *Any Purchase Order over \$200,000.00 and in accordance with the Procurement Ordinance shall require the CONTRACTOR to provide a payment and performance bond prior to issuance of any Notice to Proceed or finalization/release of Purchase Order.*
- 6.3. *The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.*

7. INVOICING

- 7.1. The CONTRACTOR shall provide detailed invoices to the County on a schedule to be agreed upon by the CONTRACTOR and the County. The information provided on each invoice shall include, but is not limited to:
- The full name of the County employee who authorized the work to be done.
 - Name of the facility where work was performed.
 - Address or location of the facility.
 - County work order, purchase order or contract number.
 - Problem corrected and description of work performed.
 - Identifiers for equipment worked on, e.g., HVAC number/type, serial number, Seer/Ton, manufacturer, etc.
 - For labor, invoices shall include the name, classification, work performed, total straight time hours worked, total premium time hours worked, and extended amount.
 - For repair components, the invoices shall include the item, quantity, unit price, and extended amount.
 - For replacement equipment supplied and /or installed, the invoices shall include the item description, manufacturer, model number, serial number, and location, where delivered or installed, price, mark-up, and extended amount.
 - For crew billing, invoices shall include premium time hours for crew, rate for crew, crane use hours, rate, and extended amounts.
 - For any subcontracted work, the invoices shall include the name of subcontractor, work performed, price, mark-up, and extended amount.

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- For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., invoices shall indicate such items as a separate line item.
 - For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., such charges shall be pass-through charges at CONTRACTOR costs incurred.
 - For specialty services, if any, the invoices shall include the service provided, name of provider, hours, rate, and extended amount.
 - In the event that the CONTRACTOR bills the County for charges from other sources, the CONTRACTOR shall provide invoices in order to verify any additional charges plus the markup percentage.
 - Include on invoices for ALL jobs date when work started and completed.
- 7.2. CONTRACTOR shall supply any information necessary to accurately verify all costs incurred by the County and such shall accompany the CONTRACTOR's invoice. If the County cannot accurately assess the costs for any project, payment shall be withheld until the CONTRACTOR 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 the cost of the material.
- 7.3. Materials that the Contractor has in stock and not specifically purchased for the County project do not need to have back-up 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 back-up for the item in question.
- 7.4. Material Mark-up is capped at a maximum of 10 percent.
- 7.5. The County reserves the right to waive price verification of material only, when and as deemed in its best interested 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 Contractor to complete work under this Agreement. This section and associated clauses do not relieve the Contractor 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 responsibility of Contractor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>*
- 8.2. Unless otherwise specified herein, the Contractor 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 Contractor.
- 8.3. The Contractor 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 completion of the guarantee period, shall be secured and paid for by the County.
- 8.5. Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

EXHIBIT A DETAILED SPECIFICATIONS

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9. BID SCHEDULE

- 9.1. Contractor is requested to provide labor rates for supervisor, technician, and specialty technician. Labor rates shall be fully loaded and inclusive of overhead, profit, benefits, etc. applicable to personnel rate.
- 9.2. Contractor mark-up on materials shall be set at 10 percent.
- 9.3. Equipment: Cost of all equipment rented or leased for use on a project under this solicitation shall be a pass-through cost with no mark-up accepted.
- 9.4. Third Party Testing: All third-party testing needed under this solicitation shall be a pass-through cost with no additional markup accepted.
- 9.5. Quantities listed on Bid Schedule are estimations for the purpose of evaluation only. No work is guaranteed to Contractor and unit prices shall be used for all work granted to Contractor under this Agreement.
- 9.6. Annual Maintenance:
 - 9.6.1. Annual maintenance programs shall be quoted by all vendors holding a valid contract under this solicitation, that are license/authorized/certified to perform such tasks on the specific manufactured equipment of the system to be quoted.

10. WARRANTY

- 10.1. Labor and Materials – 12 Month Warranty from date of completion
- 10.2. Rebuilt or Repaired Equipment – 90 Days from date of completion.
- 10.3. New Equipment – Manufacturer’s Warranty. Warranty shall be transferred to the County when installation is complete, and transfer is necessary.

11. LIQUIDATED DAMAGES (CONSTRUCTION)

- 11.1. Liquidated Damages shall be negotiated between the County and the awarded Contractor resulting in the mutually agreed upon liquidated damages table being added to the contract. The following Liquidated damages table shall serve as a guideline for negotiations. Liquidated damages will be based on the entire project amount per calendar day for example as shown in the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00

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EXHIBIT A DETAILED SPECIFICATIONS

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\$20,000,000.00 over

\$5,700.00 plus .00005

12. LOCAL PREFERENCE

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

13. GENERAL CONDITIONS

13.1. The General Conditions provided as Attachment A of this solicitation package shall apply to the Work to be completed under this Agreement.

End of Special Conditions

EXHIBIT A DETAILED SPECIFICATIONS



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

Posted Date: March 29, 2024

Solicitation No.: RFP240250DJN

Solicitation Name: HVAC Repair & Replacements – 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. CLARIFICATION

- a. The DRAFT watermark has been removed from the originally posted solicitation package. The original solicitation package has been removed.
- b. The dates provided within the schedule on pages 28 and 29 are inaccurate. To clarify, the correct advertisement date is Tuesday, ~~February 27, 2024~~ **March 12, 2024**, and the correct submission deadline date is Friday, ~~March 29, 2024~~ **April 12, 2024** prior to 2:30 PM.

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

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

Darvis Napier

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

EXHIBIT B
FEE SCHEDULE

<i>HVAC Repair, Replacement, and Additional Services</i>			
<i>Compensation for Regular Hours</i>			
Item	Description	Unit of Measure	Regular Rate
1	Technicians	Per Hour	\$86.00
2	Specialty Service Technician	Per Hour	\$86.00
3	Supervisor	Per Hour	\$102.00
<i>Compensation for Overtime/Weekend/Holiday</i>			
Item	Description	Unit of Measure	Regular Rate
1	Technicians	Per Hour	\$129.00
2	Specialty Service Technician	Per Hour	\$129.00
3	Supervisor	Per Hour	\$153.00
<i>Compensation for Emergency Repairs (on site in less than 2 hours)</i>			
Item	Description	Unit of Measure	Regular Rate
1	Technicians	Per Hour	\$86.00
2	Specialty Service Technician	Per Hour	\$86.00
3	Supervisor	Per Hour	\$102.00
<i>Material Mark-Up</i>			
Item	Description	Unit of Measure	Mark-up Percentage (DO NOT CHANGE)
1	Material	Percentage	10%
<i>Preventative Maintenance</i>			
Item	Description	Unit of Measure	Regular Rate
1	Preventative Maintenance HVAC		BY QUOTE

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

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

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Verification of Coverage:

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

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

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

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

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

Special Requirements:

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

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: 5/31/2024

[Signature]
Signature

STATE OF FL
COUNTY OF Lee

Sean Beaton Resident
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 31st day of May, 2024, 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]



Laura Howard
Notary Public
State of Florida
Comm# HH137745
Expires 9/25/2025

[Signature]
Signature, Notary Public