

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 6 day of November, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BASS-UNITED FIRE & SECURITY SYSTEMS, INC.**

(hereinafter referred to as "Vendor"),  
whose principal place of business is  
3000 Gateway Drive, Pompano Beach, FL 33069

**WHEREAS**, SBBC is in need of Fire Alarm Services and has selected the Vendor to provide such services; and

**WHEREAS**, Vendor is willing to provide such Fire Alarm Services; and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY20-102 - Fire Alarm Services, dated August 12, 2019, and amended by Addendum No. 1 dated August 26, 2019 (hereinafter collectively referred to as "RFP") for the purpose of receiving proposals for Fire Alarm Services; and

**WHEREAS**, SBBC received only one proposal in response to the RFP (hereinafter referred to as the "Proposal");

**WHEREAS**, Pursuant to School Board Policy 3320 and Section 6A-1.012(12)(c) from Florida Administrative Code, if less than two responsive proposals for a commodity or contractual services are received, the school district may negotiate on the best terms and conditions or decide to reject all proposals; and

**WHEREAS**, SBBC negotiated the best terms and conditions with Vendor.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on November 13, 2019 and conclude on December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and Vendor, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

2.02 **Scope of Work.** Vendor shall furnish all the materials, tools, equipment, labor and all that is necessary to perform; and shall perform in accordance with the terms of this Agreement; the work established in Exhibit A and incorporated herein.

2.03 **Payments to Contractor.** Vendor shall be paid by SBBC for completed work and for services under this agreement as follows:

- a) Payment for work provided by Vendor shall be made in accordance with Exhibit B.
- b) Payment as provided in this section shall constitute full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- c) Upon receipt of an invoice from Vendor, and verification by SBBC that all contracted for work has been completed pursuant to this Agreement, SBBC shall promptly deliver payment to Vendor.
- d) **Final Invoice:** Vendor will clearly state “Invoice” on the Vendor’s final/last invoice to the SBBC. The Invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the SBBC. Since this account will thereupon be closed, and any other further charges if not properly included on The Invoice are considered waived by Vendor.

2.04 **Vendor Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims

no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Vendor shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **Inspection of Vendor's Records by SBBC.** Vendor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Vendor Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Vendor or any of Vendor payees pursuant to this Agreement. Vendor Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Vendor Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Vendor Records Defined.** For the purposes of this Agreement, the term "Vendor Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Vendor Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Vendor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Vendor facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Vendor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Vendor claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Vendor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.

(h) Inspector General Audits. Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Director of Procurement & Warehousing Services*  
The School Board of Broward County, Florida

600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To Vendor:

Brad Higdon  
Bass-United Fire & Security Systems, Inc.  
3000 Gateway Drive  
Pompano Beach, FL 33069

2.07 **Background Screening.** Vendor shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under the conditions described in the previous sentence. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public 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. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING  
THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS**

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Vendor: Vendor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Vendor, its agents, servants or employees; the equipment of Vendor, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Vendor, SBBC or otherwise.

2.10 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Vendor shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Vendor shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Vendor shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Vendor shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Vendor must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Vendor is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such



termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Exhibit[s] A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

**3.05 Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

**3.06 Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**3.07 Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**3.08 Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

**3.09 Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**3.10 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**3.11 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

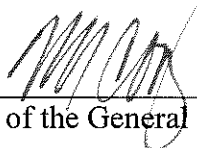
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR BASS-UNITED FIRE & SECURITY SYSTEMS, INC.:**

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Witness

[Handwritten Signature]  
Signature

Brad Higdon  
Printed Name

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by Brad Higdon  
who is personally known to me or who produced Click here to enter Type of Identification as  
identification and who did/did not first take an this 14th day of October, 2019.  
Type of Identification

My Commission Expires: 1/15/2020

[Handwritten Signature]  
Signature – Notary Public

Andrea Sheahan  
Notary's Printed Name

(SEAL)

FF 948466  
Notary's Commission No.

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## EXHIBIT A – SCOPE OF SERVICES

### PART 1, GENERAL SPECIFICATIONS:

1. **FACILITY USE, CLEAN-UP AND PROTECTION:**
  - A. The awardee shall not utilize cafeteria area, SBBC equipment, materials and tools without prior permission from the site administrator.
  - B. The awardee shall remove all tools, equipment and material from premises immediately upon completion of work.
  - C. The awardee shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
  - D. The awardee shall provide and maintain temporary protection of the existing equipment and/or structure and protect occupants of building.
  - E. The awardee shall not obstruct passageways or other means of egress.
  
2. **LABELING:** The awardee shall be responsible for providing updated inspection stickers on all fire alarm panels serviced or inspected. There shall only be one sticker on the fire alarm panel and when updated, the old sticker shall be removed. The awardee shall also be responsible for filling out the Physical Plant Operations Fire Alarm Log Book with detailed information as to what was inspected or tested every time the system is inspected or tested. This is imperative to maintain a consistency and continuity between the Physical Plant Operations Department and the awardee to eliminate confusion and wasted time when troubleshooting fire alarm systems throughout SBBC.
  
3. **EMERGENCY BACK-UP SYSTEMS:** If the awardee has to take the fire alarm system off line for any reason, the awardee shall be responsible to provide an emergency backup UPS (uninterrupted power source) for the intercom system. The UPS shall remain at the facility until the fire alarm system is back on line. The intercom must work correctly throughout the facility if it is to be used as an emergency communication backup. Under no circumstance shall the fire alarm system remain off line for more than 30 days. Bass-United will provide a proposal if UPS is required as per Exhibit B.
  
4. **QUALITY ASSURANCE:**
  - A. **Notification of System Failure:** Should any repair performed by awardee result in a fire alarm system failure, the awardee shall immediately inform the Physical Plant Operations Fire Alarm representative of the anticipated down time period. The awardee shall make every effort to expedite repairs and minimize the down time period.
  - B. **Awardee Accessibility:** The awardee shall maintain a 24-hour, year round emergency answering service. Failure to respond in a timely manner to SBBC requests for service may constitute grounds for termination of this contract.
  - C. **System Condition:** At the conclusion of any completed service for repairs, inspections, etc., the awardee shall ensure that the fire alarm systems are left in an operable condition and shall enter all services provided in the facility system maintenance record logbooks. The awardee shall ensure that the fire alarm system

is properly tagged after the conclusion of each inspection or service in accordance with SFM 4A – 48, or as amended.

5. **SITE VISITS:** Prospective vendors may make site inspections of listed facilities to familiarize themselves with the unique environment where the work is to take place. An appointment can be made to look at some of the sites, per discussion at the Bidders' Conference.
6. **TRAINING:**
  - A. Awardee shall provide a minimum of one on-site end-user training session per facility for designated personnel once per year for the term of this contract. Training shall be scheduled by SBBC authorized representative.
  - B. The training class shall be conducted for SBBC personnel as determined by SBBC authorized representative.
  - C. Training shall cover system user operation.
  - D. The training session shall be conducted for a minimum period of one hour and shall not exceed two hours.
  - E. A copy of the list of attendees shall be placed in the system record logbook and the original list shall be forwarded to SBBC authorized representative.
  - F. Copies of users' manuals, service bulletins, software, and service manuals shall be provided by the awardee as cost plus as per Exhibit B.

## **PART 2 – PRODUCTS:**

1. **PARTS:** All parts and materials provided under this agreement shall be new, purchased from the OEM, free from defects, suitable for the intended use and warranted for a minimum of one year. Use of non-OEM parts and obsolete parts must be approved by SBBC authorized representative in writing prior to installation.

All non-OEM parts and/or assemblies deemed non-repairable or defective shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality as determined by SBBC authorized representative. All materials and parts shall be UL listed.

2. **MANUALS:** Service personnel must have in their possession the manufacturer's user, installation, programming and operation manuals for the fire alarm system being serviced. Upon request, two copies shall be provided at no cost to SBBC.

## **PART 3 – OPERATIONAL PROCEDURES:**

1. All quotations for repairs shall show SBBC discounted unit prices for labor, material, equipment and other costs that may apply.
2. Awardee shall provide updated price lists to SBBC Physical Plant Operations Department as they are updated. These manuals shall be used by SBBC Physical Plant Operations Department to verify the percent discount of the manufacturer's most recent published price list.



3. The awardee shall verify that any failed component found on a PC board within a fire alarm panel will require the entire PC board to be replaced. Under no circumstances shall the equipment be modified, in turn voiding the UL Listing of the equipment. If not covered by warranty, the PC board shall be returned to SBBC Physical Plant Operations Department.

4. In the event that any SBBC facility experiences a “fire alarm system down”, the awardee shall locate the materials needed to make necessary repairs and shall arrange that all necessary materials be received no later than the next day after written notification, if available. Extra shipping charges, if applicable, may be added to the cost of equipment after discount.

5. The awardee shall be responsible for providing an updated service sticker and inspection sticker on all fire alarm panels that are serviced or inspected. There shall only be one sticker on the fire alarm panel, and when updated, the old sticker shall be removed. The awardee shall also be responsible for filling out the PPO Fire Alarm Log Book with detailed information as to what was worked on, replaced, tested, or repaired every time the system is worked on in any way. This is imperative to maintain a consistency and continuity between the PPO Department and the awardee in order to eliminate confusion and save time when troubleshooting fire alarm systems throughout SBBC.

6. The awardee shall be responsible for scheduling timely rough and final inspections with the Uniform Building Code Inspection Department for new installations throughout SBBC. The awardee shall provide passed inspection reports to SBBC Physical Plant Operations Department to ensure invoices are approved for payment. Final draw will not be approved until SBBC Physical Plant Operations Department has received a passed final inspection report.

7. When awardee is issued an emergency request for repair or service, the awardee shall respond to the appropriate facility within 24 hours of receiving a “Notice to Proceed”, assuming that said facility is made available to the awardee by SBBC.

8. Awardee shall be responsible for maintaining an open line of communication with SBBC Physical Plant Operations Department. When a fire alarm is under repair by the awardee, SBBC Physical Plant Operations Department shall be updated by the awardee on a daily basis as to the status of the repairs and condition of the fire alarm panel. Awardee must also notify SBBC Physical Plant Operations Department, in writing, upon completion of all projects.

9. SBBC will provide the awardee with a weekly project update form. Awardee must complete this form with all information relating to outstanding work orders and projects issued to them by SBBC Physical Plant Operations Department. This form must be filled out and faxed to the Physical Plant Operations Department every Friday at an agreed-upon time.

10. Awardee must be an authorized distributor of the manufactured parts and equipment being proposed for contract services. Awardee must also be able to supply technical support for those products as well as updated parts books and price lists as they become available. SBBC reserves the right to request the awardee to perform services on equipment other than that for which the awardee is factory authorized, in extreme circumstances.

11. Awardee shall install all fire alarm equipment per SBBC Facilities and Construction Management Department Guide Specification Section 13845 latest adopted versions. Awardee shall adhere to all requirements and specifications in this section.

12. During system upgrades and construction projects the awardee shall provide a working map of the facility. This map shall be posted at the enunciator in the front office. The drawing shall be updated as new devices are brought back on line.

13. The awardee shall be responsible to contact the local authorities responsible for underground locations for all utilities before excavation begins at any SBBC facility. The awardee shall be responsible to make repairs to any damage that may occur during underground excavation projects.

14. During retrofits and replacements to existing fire alarm systems, the awardee shall provide temporary fire alarm initiation and notification to any area or portion of the school or center that is to be disconnected before any of these areas or sections of the facility are taken off line. The extent of the temporary fire alarm initiation and notification coverage shall be determined and approved by SBBC Physical Plant Operations Fire Alarm Department. Under no circumstances shall a portion of the fire alarm system be disabled without prior authorization and approval of SBBC Physical Plant Operations Fire Alarm Department during these renovation or replacement projects.

15. During renovation, upgrades and new fire alarm installations, the awardee shall be responsible for notifying SBBC Physical Plant Operations Fire Alarm Department prior to the final acceptance tests being performed on the newly installed fire alarm systems and arranging for a representative of SBBC Physical Plant Operations Fire Alarm Department to be present during this final acceptance testing. A representative of SBBC Physical Plant Operations Fire Alarm Department must be present during this final acceptance testing.

#### **PART 4, INSPECTION REQUIREMENTS:**

1. SBBC shall provide personnel to supervise inspections. Awardee shall provide a minimum of one trained technician to perform testing. Code required alarm logs will be provided by awardee. Awardee shall "spot" devices on floor plans provided by SBBC. SBBC shall determine color-coding of devices and advise awardee. Awardee shall number and clearly mark all peripheral devices. During testing awardee shall record all device numbers with specific location information, using F.I.S.H. (Florida Inventory of School Houses), numbers whenever possible. Awardee shall complete an

N.F.P.A. (National Fire Protection Association), inspection and testing form for each location and forward these to the Physical Plant Operations Department upon completion. Awardee's staff is required to have adequate computer skills to use a laptop computer to interface with SBBC's systems in order to access information and print reports and other documents as necessary.

- a. Complete device point list to be provided by Bass-United at time of inspection. If new or updated graphical maps are needed, they will be provided at an additional charge.
2. All tests shall be conducted in accordance with N.F.P.A. 72 (latest adopted version) and shall include all required tests at the required intervals. Awardee shall, upon arrival, perform visual inspection of control panel(s), noting any alarm or trouble conditions and perform 100% functional test on all peripheral devices. Smoke detectors shall be tested in place to ensure smoke entry into the sensing chamber and an alarm condition. Testing with smoke or listed aerosol acceptable to the manufacturer are the only acceptable methods. Testing material will be provided by the awardee. Magnet or other testing methods will not be accepted by SBBC. Awardee shall heat test all restorable style heat detectors. Non-restorable types shall not be heat tested. Non-restorable heat detectors shall be tested mechanically and electrically for verification of circuit wiring integrity. Restorable type heat detectors shall be tested with a heat source per manufacturer's recommendation for response within one minute. Water flow and tamper switches shall be tested to ensure integrity of wiring as well as proper alarm reporting. Remote enunciators shall be tested for proper operation (display information and remote control functions). Batteries used for back up shall be load tested with the results recorded in the inspection report. Method of load test shall be included in inspection report. Whenever possible, awardee shall test for ground fault detection and the results will be included in the inspection report. Awardee shall perform load test on all signal and visual circuits. The amperage draw for each circuit shall be documented in the inspection report. All initiating and indicating circuits shall be tested for supervision, ground fault and short circuit conditions. Awardee shall test and record all control functions (i.e., AHU shutdown, door holders, gas shutdown, elevator recall, etc.) in the inspection report. Completed inspection reports shall be typed or computer generated. These reports, along with a list of any deficiencies that were found during the test, shall be sent to SBBC Physical Plant Operations Department immediately, not to exceed 24 hours. This report is to supplement, not replace, the N.F.P.A. Inspection/Testing Report. A preliminary report will be left at the control panel upon completion of testing.
  3. The testing and certification of a fire alarm system at an SBBC facility shall include all temporary and permanent structures including all portable classroom buildings. The testing shall take place during the evening hours as much as possible as arranged with SBBC Physical Plant Operations Fire Alarm Department.

#### **PART 5 – NON-PERFORMANCE:**

Each project must be completed as quickly as reasonably possible, not to exceed the number of working days set forth in the "Notice to Proceed". The start date of each project

shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between SBBC and awardee prior to issuing the "Notice to Proceed". SBBC reserves the right to enforce a \$150.00 per calendar day liquidated damages charge to be paid to SBBC by the awardee. The liquidated damages, if enforced, will begin the day after the agreed upon completion date and will continue until the project is substantially complete.

Awardee shall provide written notice to SBBC of working days in which access is unavailable or limited resulting in no work performed. Additional working days shall be added to the length of the contract when was not performed due to SBBC restrictions (i.e. weather, holidays, testing days, etc.)

#### **PART 6 – FIRE ALARM SYSTEM PROJECT FLOW FOR UPGRADES AND REPAIRS**

1. SBBC will identify the project.
2. SBBC and awardee will meet at designated facility and review project for design, scheduling and proposal.
3. All drawings, drafting and engineering activities will be coordinated with SBBC Facilities and Construction Management Department.
4. SBBC will distribute the approved plans to the awardee for a quotation.
5. SBBC will review the quotation.
6. Upon approval, SBBC will issue a "Notice to Proceed" which will include the control number, work order number, start and completion dates and scope of work.
7. Awardee will contact SBBC Building Department for timely rough and final inspections. Upon completion of the project, the awardee will call for a final inspection and forward the passed final inspection paperwork to the Physical Plant Operations Department. (Final draw for the project will be withheld until this paperwork is received by the Fire Alarm Supervisor at the Physical Plant Operations Department).
8. Upon passing the final inspection, the awardee will provide N.F.P.A. certification documentation and all close out documentation to SBBC Physical Plant Operations Department.
9. The awardee shall at this time provide end-user training to the Head Custodian, Head Facilities Serviceperson and any other interested personnel at the facility. (Also, see Bid Specifications, Part 1, Item 6.)
10. The awardee shall provide as-built drawings and panel software to the Physical Plant Operations Department upon completion.

**EXHIBIT B – PRICE SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Price Per Unit of Measure</b>
<b>1</b>	Fire alarm installer rate (Work performed between 3:00p.m. and 12:30 a.m.)	Hours	\$45.00
<b>2</b>	Fire alarm technician rate (Work performed between 3:00p.m. and 12:30 a.m.)	Hours	\$58.50
<b>3</b>	Fire alarm installer rate (Work performed nbetween 7:00 a.m. and 3:00 p.m.)	Hours	\$45.00
<b>4</b>	Fire alarm technician rate (Work performed between 7:00 a.m. and 3:00 p.m.)	Hours	\$58.50
<b>5</b>	Provide annual testing, inspection and certification of alarm systems for elementary schools (average number of initiating devices is 150, to include the required 100% of all heat detectors).	Each	\$1,030.00
<b>6</b>	Provide annual testing, inspection and certification of alarm systems for middle schools (average number of initiating devices is 250, to include the required 100% of all heat detectors).	Each	\$1,604.00
<b>7</b>	Provide annual testing, inspection and certification of alarm systems for high schools (average number of initiating devices is 350, to include the required 100% of all heat detectors).	Each	\$2,128.00
<b>8</b>	Provide annual testing, inspection and certification of alarm systems for adult/vocation and centers (average number of initiating devices is 350, to include the required 100% of all heat detectors).	Each	\$2,028.00
<b>9</b>	Material mark-up	Percentage	10%

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 6 day of November, 2019, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**JOHNSON CONTROLS FIRE PROTECTION LP**  
(hereinafter referred to as "Vendor"),  
whose principal place of business is  
10550 Commerce Pkwy, Miramar, FL 33025

**WHEREAS**, SBBC is in need of Fire Alarm Services for SimplexGrinnell equipment and has selected the Vendor to provide such services; and

**WHEREAS**, Vendor is willing to provide such Fire Alarm Services for SimplexGrinnell equipment; and

**WHEREAS**, Board Policy 3320, Section II.I, authorizes the purchase of Commodities or contractual services available only from a single source are exempt from the competitive solicitation requirements; and

**WHEREAS**, SBBC has complied with the requirements of Section 287.057(3)(c), Florida Statutes with respect to this "single source" Vendor.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on November 13, 2019 and conclude on

December 31, 2022. The term of the Agreement may, by mutual agreement between SBBC and Vendor, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

2.02 **Scope of Work.** Vendor shall furnish all the materials, tools, equipment, labor and all that is necessary to perform; and shall perform in accordance with the terms of this Agreement; the work established in Exhibit A and incorporated herein.

2.03 **Payments to Contractor.** Vendor shall be paid by SBBC for completed work and for services under this agreement as follows:

- a) Payment for work provided by Vendor shall be made in accordance with Exhibit B.
- b) Payment as provided in this section shall constitute full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- c) Upon receipt of an invoice from Vendor, and verification by SBBC that all contracted for work has been completed pursuant to this Agreement, SBBC shall promptly deliver payment to Vendor.
- d) **Final Invoice:** Vendor will clearly state "Invoice" on the Vendor's final/last invoice to the SBBC. The Invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the SBBC. Since this account will thereupon be closed, and any other further charges if not properly included on The Invoice are considered waived by Vendor.

2.04 **Vendor Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Vendor shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer,



employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **Inspection of Vendor's Records by SBBC.** Vendor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Vendor Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Vendor or any of Vendor payees pursuant to this Agreement. Vendor Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Vendor Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Vendor Records Defined.** For the purposes of this Agreement, the term "Vendor Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Vendor Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Vendor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Vendor facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Vendor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Vendor claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Vendor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.

(h) Inspector General Audits. Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Director of Procurement & Warehousing Services*  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To Vendor: Johnson Controls Fire Protection  
10550 Commerce Pkwy, Miramar FL 33025

With a Copy to: April Graves – Customer Care Representative  
Johnson Controls Fire Protection  
10550 Commerce Pkwy, Miramar FL 33025

2.07 **Background Screening.** Vendor shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under the conditions described in the previous sentence. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public 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. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By Vendor:** Vendor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Vendor, its agents, servants or employees; the equipment of Vendor, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Vendor, SBBC or otherwise.

2.10 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Vendor shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Vendor shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Vendor shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** Vendor shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Vendor must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Vendor is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon

the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Exhibit[s] A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.



3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

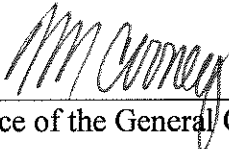
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR JOHNSON CONTROLS FIRE PROTECTION LP:**

Arlyn Mir  
Witness

April Graves  
Witness

[Signature]  
Signature

Anthony J Davis  
Printed Name

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by Anthony Davis, Total Service Manager for Johnson Controls Fire Protection, who is personally known to me or who produced Florida State Drivers License as identification and who did/did not first take an this 17th, day of October, 2019.

My Commission Expires:6/2/2020

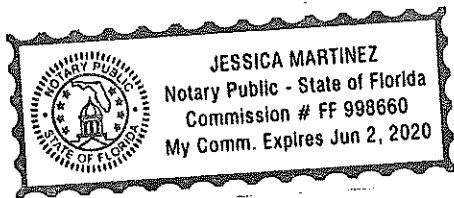
[Signature]

Signature – Notary Public

Jessica Martinez  
Notary's Printed Name

FF 998660  
Notary's Commission No.

(SEAL)



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## EXHIBIT A – SCOPE OF SERVICES

### PART 1, GENERAL SPECIFICATIONS:

1. **FACILITY USE, CLEAN-UP AND PROTECTION:**
  - A. The awardee shall not utilize cafeteria area, SBBC equipment, materials and tools without prior permission from the site administrator.
  - B. The awardee shall remove all tools, equipment and material from premises immediately upon completion of work.
  - C. The awardee shall leave the work area ready for use and occupancy without the need of further cleaning of any kind.
  - D. The awardee shall provide and maintain temporary protection of the existing equipment and/or structure and protect occupants of building.
  - E. The awardee shall not obstruct passageways or other means of egress.
  
2. **LABELING:** The awardee shall be responsible for providing updated inspection stickers on all fire alarm panels serviced or inspected. There shall only be one sticker on the fire alarm panel and when updated, the old sticker shall be removed. The awardee shall also be responsible for filling out the Physical Plant Operations Fire Alarm Log Book with detailed information as to what was inspected or tested every time the system is inspected or tested. This is imperative to maintain a consistency and continuity between the Physical Plant Operations Department and the awardee to eliminate confusion and wasted time when troubleshooting fire alarm systems throughout SBBC.
  
3. **EMERGENCY BACK-UP SYSTEMS:** If the awardee has to take the fire alarm system off line for any reason, the awardee shall be responsible to provide an emergency backup UPS (uninterrupted power source) for the intercom system. The UPS shall remain at the facility until the fire alarm system is back on line. The intercom must work correctly throughout the facility if it is to be used as an emergency communication backup. Under no circumstance shall the fire alarm system remain off line for more than 30 days.
  
4. **QUALITY ASSURANCE:**
  - A. **Notification of System Failure:** Should any repair performed by awardee result in a fire alarm system failure, the awardee shall immediately inform the Physical Plant Operations Fire Alarm representative of the anticipated down time period. The awardee shall make every effort to expedite repairs and minimize the down time period.
  - B. **Awardee Accessibility:** The awardee shall maintain a 24-hour, year round emergency answering service. Failure to respond in a timely manner to SBBC requests for service may constitute grounds for termination of this contract.
  - C. **System Condition:** At the conclusion of any completed service for repairs, inspections, etc., the awardee shall ensure that the fire alarm systems are left in an operable condition and shall enter all services provided in the facility system maintenance record logbooks. The awardee shall ensure that the fire alarm system is properly tagged after the conclusion of each inspection or service in accordance with SFM 4A – 48, or as amended.

5. **SITE VISITS:** Prospective vendors may make site inspections of listed facilities to familiarize themselves with the unique environment where the work is to take place. An appointment can be made to look at some of the sites, per discussion at the Bidders' Conference.
6. **TRAINING:**
  - A. Awardee shall provide a minimum of one on-site end-user training session per facility for designated personnel once per year for the term of this contract. Training shall be scheduled by SBBC authorized representative.
  - B. The training class shall be conducted for SBBC personnel as determined by SBBC authorized representative.
  - C. Training shall cover system user operation.
  - D. The training session shall be conducted for a minimum period of one hour and shall not exceed two hours.
  - E. A copy of the list of attendees shall be placed in the system record logbook and the original list shall be forwarded to SBBC authorized representative.
  - F. Copies of users' manuals, service bulletins, software, and service manuals shall be provided by the awardee.

## **PART 2 – PRODUCTS:**

1. **PARTS:** All parts and materials provided under this agreement shall be new, purchased from the OEM, free from defects, suitable for the intended use and warranted for a minimum of one year. Use of non-OEM parts must be approved by SBBC authorized representative in writing prior to installation.

All non-OEM parts and/or assemblies deemed non-repairable or defective shall be replaced with parts or assemblies that are OEM approved. Replacement of all components shall be with other components of equal or better quality as determined by SBBC authorized representative. All materials and parts shall be UL listed.

2. **MANUALS:** Service personnel must have in their possession the manufacturer's user, installation, programming and operation manuals for the fire alarm system being serviced. Upon request, two copies shall be provided at no cost to SBBC.

## **PART 3 – OPERATIONAL PROCEDURES:**

1. All quotations for repairs shall show SBBC discounted unit prices for labor, material, equipment and other costs that may apply.
2. Awardee shall provide updated price lists to SBBC Physical Plant Operations Department as they are updated. These manuals shall be used by SBBC Physical Plant Operations Department to verify the percent discount of the manufacturer's most recent published price list.

3. The awardee shall verify that any failed component found on a PC board within a fire alarm panel will require the entire PC board to be replaced. Under no circumstances shall the equipment be modified, in turn voiding the UL Listing of the equipment. If not covered by warranty, the PC board shall be returned to SBBC Physical Plant Operations Department.

4. In the event that any SBBC facility experiences a “fire alarm system down”, the awardee shall locate the materials needed to make necessary repairs and shall arrange that all necessary materials be received no later than the next day after notification, if available. Extra shipping charges, if applicable, may be added to the cost of equipment after discount.

5. The awardee shall be responsible for providing an updated service sticker and inspection sticker on all fire alarm panels that are serviced or inspected. There shall only be one sticker on the fire alarm panel, and when updated, the old sticker shall be removed. The awardee shall also be responsible for filling out the PPO Fire Alarm Log Book with detailed information as to what was worked on, replaced, tested, or repaired every time the system is worked on in any way. This is imperative to maintain a consistency and continuity between the PPO Department and the awardee in order to eliminate confusion and save time when troubleshooting fire alarm systems throughout SBBC.

6. The awardee shall be responsible for scheduling timely rough and final inspections with the Uniform Building Code Inspection Department for new installations throughout SBBC. The awardee shall provide passed inspection reports to SBBC Physical Plant Operations Department to ensure invoices are approved for payment. Final draw will not be approved until SBBC Physical Plant Operations Department has received a passed final inspection report.

7. When awardee is issued an emergency request for repair or service, the awardee shall respond to the appropriate facility within 24 hours of receiving a “Notice to Proceed”, assuming that said facility is made available to the awardee by SBBC.

8. Awardee shall be responsible for maintaining an open line of communication with SBBC Physical Plant Operations Department. When a fire alarm is under repair by the awardee, SBBC Physical Plant Operations Department shall be updated by the awardee on a daily basis as to the status of the repairs and condition of the fire alarm panel. Awardee must also notify SBBC Physical Plant Operations Department, in writing, upon completion of all projects.

9. SBBC will provide the awardee with a weekly project update form. Awardee must complete this form with all information relating to outstanding work orders and projects issued to them by SBBC Physical Plant Operations Department. This form must be filled out and faxed to the Physical Plant Operations Department every Friday at an agreed-upon time.

10. Awardee must be a factory-authorized distributor of the manufactured parts and equipment being proposed for contract services. Awardee must also be able to supply technical support for those products as well as updated parts books and price lists as they become available. SBBC reserves the right to request the awardee to perform services on equipment other than that for which the awardee is factory authorized, in extreme circumstances.

11. Awardee shall install all fire alarm equipment per SBBC Facilities and Construction Management Department Guide Specification Section 13845 latest adopted versions. Awardee shall adhere to all requirements and specifications in this section.

12. During system upgrades and construction projects the awardee shall provide a working map of the facility. This map shall be posted at the enunciator in the front office. The drawing shall be updated as new devices are brought back on line.

13. The awardee shall be responsible to contact the local authorities responsible for underground locations for all utilities before excavation begins at any SBBC facility. The awardee shall be responsible to make repairs to any damage that may occur during underground excavation projects.

14. During retrofits and replacements to existing fire alarm systems, the awardee shall provide temporary fire alarm initiation and notification to any area or portion of the school or center that is to be disconnected before any of these areas or sections of the facility are taken off line. The extent of the temporary fire alarm initiation and notification coverage shall be determined and approved by SBBC Physical Plant Operations Fire Alarm Department. Under no circumstances shall a portion of the fire alarm system be disabled without prior authorization and approval of SBBC Physical Plant Operations Fire Alarm Department during these renovation or replacement projects.

15. During renovation, upgrades and new fire alarm installations, the awardee shall be responsible for notifying SBBC Physical Plant Operations Fire Alarm Department prior to the final acceptance tests being performed on the newly installed fire alarm systems and arranging for a representative of SBBC Physical Plant Operations Fire Alarm Department to be present during this final acceptance testing. A representative of SBBC Physical Plant Operations Fire Alarm Department must be present during this final acceptance testing.

#### **PART 4, INSPECTION REQUIREMENTS:**

1. SBBC shall provide personnel to supervise inspections. Awardee shall provide a minimum of one factory trained technician to perform testing. Code required alarm logs will be provided by awardee. Awardee shall "spot" devices on floor plans provided by SBBC. SBBC shall determine color-coding of devices and advise awardee. Awardee shall number and clearly mark all peripheral devices. During testing awardee shall record all device numbers with specific location information, using F.I.S.H. (Florida Inventory of School Houses), numbers whenever possible. Awardee shall complete an N.F.P.A. (National Fire

Protection Association), inspection and testing form for each location and forward these to the Physical Plant Operations Department upon completion. Awardee's staff is required to have adequate computer skills to use a laptop computer to interface with SBBC's systems in order to access information and print reports and other documents as necessary.

2. All tests shall be conducted in accordance with N.F.P.A. 72 (latest adopted version) and shall include all required tests at the required intervals. Awardee shall, upon arrival, perform visual inspection of control panel(s), noting any alarm or trouble conditions and perform 100% functional test on all peripheral devices. Smoke detectors shall be tested in place to ensure smoke entry into the sensing chamber and an alarm condition. Testing with smoke or listed aerosol acceptable to the manufacturer are the only acceptable methods. Testing material will be provided by the awardee. After smoke testing is completed, the awardee shall use canned air to clean the detector-sensing chamber. Magnet or other testing methods will not be accepted by SBBC. Awardee shall heat test all restorable style heat detectors. Non-restorable types shall not be heat tested. Non-restorable heat detectors shall be tested mechanically and electrically for verification of circuit wiring integrity. Restorable type heat detectors shall be tested with a heat source per manufacturer's recommendation for response within one minute. Water flow and tamper switches shall be tested to ensure integrity of wiring as well as proper alarm reporting. Remote enunciators shall be tested for proper operation (display information and remote control functions). Batteries used for back up shall be load tested with the results recorded in the inspection report. Method of load test shall be included in inspection report. Whenever possible, awardee shall test for ground fault detection and the results will be included in the inspection report. Awardee shall perform load test on all signal and visual circuits. The amperage draw for each circuit shall be documented in the inspection report. All initiating and indicating circuits shall be tested for supervision, ground fault and short circuit conditions. Awardee shall test and record all control functions (i.e., AHU shutdown, door holders, gas shutdown, elevator recall, etc.) in the inspection report. Completed inspection reports shall be typed or computer generated. These reports, along with a list of any deficiencies that were found during the test, shall be sent to SBBC Physical Plant Operations Department immediately, not to exceed 24 hours. This report is to supplement, not replace, the N.F.P.A. Inspection/Testing Report. A preliminary report will be left at the control panel upon completion of testing.
3. The testing and certification of a fire alarm system at an SBBC facility shall include all temporary and permanent structures including all portable classroom buildings. The testing shall take place during the evening hours as much as possible as arranged with SBBC Physical Plant Operations Fire Alarm Department.

#### **PART 5 – NON-PERFORMANCE:**

Each project must be completed as quickly as reasonably possible, not to exceed the number of calendar days set forth in the "Notice to Proceed". The start date of each project shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between SBBC and awardee prior to issuing the "Notice to Proceed". SBBC reserves the right to enforce a \$150.00 per calendar day liquidated



damages charge to be paid to SBBC by the awardee. The liquidated damages, if enforced, will begin the day after the agreed upon completion date and will continue until the project is substantially complete.

**PART 6 – FIRE ALARM SYSTEM PROJECT FLOW FOR UPGRADES AND REPAIRS**

1. SBBC will identify the project.
2. SBBC and awardee will meet at designated facility and review project for design, scheduling and proposal.
3. All drawings, drafting and engineering activities will be coordinated with SBBC Facilities and Construction Management Department.
4. SBBC will distribute the approved plans to the awardee for a quotation.
5. SBBC will review the quotation.
6. Upon approval, SBBC will issue a “Notice to Proceed” which will include the control number, work order number, start and completion dates and scope of work.
7. Awardee will contact SBBC Building Department for timely rough and final inspections. Upon completion of the project, the awardee will call for a final inspection and forward the passed final inspection paperwork to the Physical Plant Operations Department. (Final draw for the project will be withheld until this paperwork is received by the Fire Alarm Supervisor at the Physical Plant Operations Department).
8. Upon passing the final inspection, the awardee will provide N.F.P.A. certification documentation and all close out documentation to SBBC Physical Plant Operations Department.
9. The awardee shall at this time provide end-user training to the Head Custodian, Head Facilities Serviceperson and any other interested personnel at the facility. (Also, see Bid Specifications, Part 1, Item 6.)
10. The awardee shall provide as-built drawings and panel software to the Physical Plant Operations Department upon completion.

**EXHIBIT B – PRICE SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Price Per Unit of Measure</b>
<b>1</b>	Fire alarm installer rate (Work performed between 3:00p.m. and 12:30 p.m.)	Hours	\$184.50
<b>2</b>	Fire alarm technician rate (Work performed between 3:00p.m. and 12:30 p.m.)	Hours	\$328.50
<b>3</b>	Fire alarm installer rate (Work performed between 7:00 a.m. and 3:00 p.m.)	Hours	\$123.00
<b>4</b>	Fire alarm technician rate (Work performed between 7:00 a.m. and 3:00 p.m.)	Hours	\$219.00
<b>5</b>	Material Discount from List Price	Percentage	10%