SUBJECT: FIRE PROTECTION SERVICES AT VARIOUS CITY LOCATIONS

BID #: SC-0320-24 **OPEN DATE:** 2/14/2024

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – THREE (3) YEARS FROM THE DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject all bids. The Specifications and the Bid Proposal Form will be re-examined, and the solicitation will be re-issued at a later date.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Rejection Letters, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
For DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: ROY BIRBAL CHIEF, PUBLIC BUILDINGS DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: C1E0854B-B794-4261-B2B6-F484870F7BE5

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
Jacksonville.gov

A NEW DAY.

February 28, 2024

TO: **Dustin Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director**
Department of Public Works

FROM: **Roy Birbal, Chief**
Public Buildings Division

SUBJECT: **Recommendation to Reject All Bids SC-0320-24**
Fire Protection Services at Various City Locations

The Department of Public Works, Public Buildings Division, has reviewed the four bids received for the referenced contract. All were disqualified for failure to comply, see attached.

Accordingly, we recommend rejecting all bids. After review of the specifications, the contract will be rebid in the future.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact Kirah Bays 255-4342.

Attachments: Bid Tab

BID TABULATION
SUMMARY

		Cintas Fire Protection	Cox Fire Protection	Johnson Controls Fire Protection LP	Siemens Industry, Inc.
Title:	Fire Protection Services at Various City Locations				
Bid No.:	SC-0320-24				
Close Date:	February 14, 2024				
Analyst:	David Klages				
No. Invited:	(7) **No. Received:** (4) **Other:** (0)				
Announcer:	John Hernandez				
Recorded By:	Melissa Pierce				
Labor Rate Total:		N/A	N/A	N/A	N/A
Non-Proprietary Parts and Materials Total:		N/A	N/A	N/A	N/A
Fire Protection Maintenance Total:		N/A	N/A	N/A	N/A
Total Bid (All Line-Items):		N/A	N/A	N/A	N/A
Terms:		No Discount	No Discount	No Discount	No Stated
Delivery:		30 Business Days	No Stated	No Stated	No Stated
Signed Bid Form:		Yes	Yes	Yes	Yes
Complete Bid Proposal Form:		Yes	No	No	No
Conflict of Interest Certificate:		Yes	Yes	Yes	Yes
Addenda 1 and 2:		Yes	No	Yes	Yes

Klages, David

From: Klages, David
Sent: Monday, March 4, 2024 2:19 PM
To: Kaneer, Ronald
Cc: Kemp, Benjamin
Subject: Bid Rejection for SC-0320-24 Fire Protection Services at Various City Locations
Attachments: Bid Rejection - Cintas Corporation.pdf

Good afternoon, Ron. Please see the attached bid rejection letter for **SC-0320-24 Fire Protection Services at Various City Locations**. All the bids will be rejected and this solicitation will be re-issued. You will be placed on the notification list when the solicitation is re-issued, but to be safe, please check the City's website for the solicitation via the link below.

https://rfp.coj.net/rfp/solicitation/SolicitationDefault.asp

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

A New Day.
Jacksonville.gov

Please click on the links below for any of the following for Bids and Awards:

For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 4, 2024

Via Email: kancerr@cintas.com

Company Name: Cintas Fire Protection

Address: 7251 Salisbury Road, Jacksonville, FL 32202

Contact Name: Ron Kaneer

Bid No: SC-0320-24

Title: SC-0320-24 Fire Protection Services at Various City Locations

Date Opened: February 14, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and the Bid Proposal Form will be re-examined, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for **Thursday, March 7, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Klages, David

From:	Klages, David
Sent:	Monday, March 4, 2024 2:23 PM
To:	srushlo@coxfire.com
Cc:	Kemp, Benjamin
Subject:	Bid Rejection for SC-0320-24 Fire Protection Services at Various City Locations
Attachments:	Bid Rejection - Cox Fire Protection.pdf

Good afternoon, Shane. Please see the attached bid rejection letter for **SC-0320-24 Fire Protection Services at Various City Locations**. All the bids will be rejected and this solicitation will be re-issued. You will be placed on the notification list when the solicitation is re-issued, but to be safe, please check the City's website for the solicitation via the link below.

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Also, if you submit a response to the re-bid, please do not use any forms other than the forms in the solicitation. If you have questions or concerns about the forms, please bring them up to the contact person listed in the solicitation during the bidding process.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

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Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 4, 2024

Via Email: srushlo@coxfire.com

Company Name: Cox Fire Protection

Address: 6555 Grace Lane, Jacksonville, FL 32206

Contact Name: Shane Rushlo

Bid No: SC-0320-24

Title: Fire Protection Services at Various City Locations

Date Opened: February 14, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and the Bid Proposal Form will be re-examined, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for **Thursday, March 7, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Klages, David

From:	Klages, David
Sent:	Monday, March 4, 2024 2:26 PM
To:	julie.willis@jci.com
Cc:	Kemp, Benjamin
Subject:	Bid Rejection for SC-0320-24 Fire Protection Services at Various City Locations
Attachments:	Bid Rejection - Johnson Controls Fire Protection.pdf

Good afternoon, Julie. Please see the attached bid rejection letter for **SC-0320-24 Fire Protection Services at Various City Locations.** All the bids will be rejected and this solicitation will be re-issued. You will be placed on the notification list when the solicitation is re-issued, but to be safe, please check the City's website for the solicitation via the link below.

https://rfp.coj.net/rfp/solicitation/SolicitationDefault.asp

Also, if you submit a response to the re-bid, please bid on all line-items and do not mark-up the forms. If you have questions or concerns about the forms, please bring them up to the contact person listed in the solicitation during the bidding process.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

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A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 4, 2024

Via Email: julie.willis@jci.com

Company Name: Johnson Controls Fire Protection, LP

Address: 4820 Executive Park Court, Suite 120, Jacksonville, FL 32206

Contact Name: Julie Willis

Bid No: SC-0320-24

Title: Fire Protection Services at Various City Locations

Date Opened: February 14, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and the Bid Proposal Form will be re-examined, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for **Thursday, March 7, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

Klages, David

From: Klages, David
Sent: Monday, March 4, 2024 2:28 PM
To: Casper, Ryan
Cc: Kemp, Benjamin
Subject: Bid Rejection for SC-0320-24 Fire Protection Services at Various City Locations
Attachments: Siemens Industry.pdf

Good afternoon, Ryan. Please see the attached bid rejection letter for **SC-0320-24 Fire Protection Services at Various City Locations**. All the bids will be rejected and this solicitation will be re-issued. You will be placed on the notification list when the solicitation is re-issued, but to be safe, please check the City's website for the solicitation via the link below.

https://rfp.coj.net/rfp/solicitation/SolicitationDefault.asp

Also, if you submit a response to the re-bid, please bid on all line-items and return all required forms.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

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A NEW DAY.

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Jacksonville, FL 32202
(904) 630-CITY; www.jacksonville.gov

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 4, 2024

Via Email: ryan.casper@siemens.com

Company Name: Siemens Industry, Inc.

Address: 8940 Western Way, Suite 1, Jacksonville, FL 32206

Contact Name: Ryan Casper

Bid No: SC-0320-24

Title: Fire Protection Services at Various City Locations

Date Opened: February 14, 2024

Reason for Recommended Bid Rejection: All bids will be rejected. The Specifications and the Bid Proposal Form will be re-examined, and the solicitation will be re-issued at a later date.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for **Thursday, March 7, 2024 at 1:00 p.m.**

Purchasing Analyst's Signature: _____
David Klages, Purchasing Analyst

TERMS AND CONDITIONS

FIRE PROTECTION SERVICES AT VARIOUS CITY LOCATIONS

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Fire Protection Services at Various City Locations** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

- Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.
- Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. **TERM OF AGREEMENT**
The term of this agreement will be three (3) years from the date of award with two (2) one-year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

   a. See ***Specifications – Qualifications and Basis for Award*** herein.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. **The City reserves the right to add or delete items during the contract period.** The City will order on an as needed basis.

8. **DELIVERY**
A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. ESCALATION/DE-ESCALATION

See ***Specifications – Price*** herein.

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

FIRE PROTECTION SERVICES AT VARIOUS CITY LOCATIONS

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

All items furnished shall be completely new, unopened, and free from defects.

Description of Work:

The City of Jacksonville (COJ) is accepting bid submittals from qualified, experienced suppliers for the comprehensive service, repairs, maintenance, certification, and inspections of fire alarm systems, water-based fire suppression systems, smoke control systems, fuel gas and CO2 detection, and other fire protection systems at multiple COJ facilities.

Scope of Work:

A. The work shall consist of fire protection systems inspection, installation, maintenance, and repair services in support of the COJ facilities listed on Attachment A on an as needed, when requested, and routine/scheduled basis at the sole discretion of the COJ Public Buildings Facility Management (PBFM) or designated personnel.

B. The Supplier shall visit each location and validate equipment profiles, types, and operation of fire alarm and fire suppression systems, as well the manufacturer and model numbers at each location. The Supplier is required to maintain existing equipment.

C. Within five (5) business days from the notice of award, the successful Supplier shall submit a proposed schedule identifying the month each site shall be inspected for review and approval by PBFM. Periodic meetings shall be held, as needed, to revise the schedule and monitor performance.

D. The Supplier shall issue invoices for services performed in one batch each month for all work performed the previous month. Payment terms shall be effective from this monthly billing date.

E. The Supplier shall comply with the terms of the contract for three (3) years from the date of award with two (2) one (1) year renewal options at the sole discretion of COJ. COJ shall not incur any liability should it choose not to exercise its exclusive option to renew the contract.

Qualifications and Basis for Award:

No award will be made until all necessary inquiries have been made into the responsibility of the lowest responsive bidder and the PBFM is satisfied that the lowest responsive bidder meets or exceeds the minimum qualifications to do the work. Additionally, the lowest responsive bidder must have the necessary organization, capital, and equipment to perform the services as described under this contract. Pre-award inspection of the company's place of business may be made prior to award. PBFM may consider a solicitation response irregular and reject or ask for additional documentation/clarification if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the detriment of COJ.

Suppliers may not rely upon the licensing or experiences of sub-contractors or sub-consultants to meet the minimum qualifications contained herein. **FAILURE TO SUBMIT REQUESTED PROOF OF QUALIFICATIONS MAY BE GROUNDS FOR REJECTION OF THE BID SUBMITTAL.**

The awarded Bidder shall:

Be certified and licensed by the State of Florida for the installation, repair, and inspection of all types of fire sprinkler, suppression, and fire alarm systems for both residential and large commercial structures.

A. Maintain a staffed office during normal business hours with emergency service available 24 hours per day, 7 days per week via a staffed answered service or other live contact. Applicable after-hours staff or answering service should maintain an accurate multiple technician list capable of response to an emergency service request within a four (4) hour time limit stipulated by this contract.

B. Directly employ and maintain locally (within 120 miles of 32202), a dedicated account services executive/principal officer with Fire Protection Contractor I licensure and project management experience.

C. Directly employ and maintain locally, at least two (2) senior technicians/leads supervisors with Level III NICET certifications or substantial technician experience in Fire Alarm Systems and/or Inspection and Testing of Fire Alarm Systems.

D. Directly employ and maintain locally, at least two (2) senior technicians with Level III NICET certifications or substantial technician experience in fire sprinkler systems and inspection.

E. Directly employ and maintain locally, at least three (3) technicians with NICET certifications in fire sprinkler system inspection and/or fire alarm system inspection of Level II or higher.

F. Directly employ and maintain a dedicated account deficiency coordinator.

G. Directly employ and maintain a dedicated account services scheduler.

H. Maintain sub-contract relationships with approved suppliers to support various proprietary or other integrated fire protection system services.

I. Maintain professional engineering services to survey, design, and implement fire protection systems in residential, municipal, or commercial structures.

J. Maintain Workers Compensation and Comprehensive Liability Insurance in sufficient amounts to satisfy State of Florida requirements.

K. Provide similar installation, repair, and inspection of fire protection services on a previous account maintaining over one hundred and twenty (120) municipal / commercial locations, in Florida, for three (3) or more consecutive years which includes but is not limited to the following occupancy types; Assembly, Business, Educational, Institutional, and Mixed-Use. Past account shall illustrate experiences in Detention & Correctional, Courthouses, Theaters, Libraries, Community Centers, and Fire Station facilities.

L. Provide names and resume' of employees to be assigned to this account as illustrated above.

M. Provide a list with at least three (3) references for the last three (3) years.

N. Provide proof of qualifications submitted at the time of bid submission. References must pertain to location types listed above. References will be checked, and the award of this solicitation will be based, in part, upon the results of the reference check.

Scheduling of Operations:

A. The awarded Bidder will be required to maintain a projected schedule for the entire calendar year (CY). As deemed necessary, the Supplier shall have available responders 24 hours per day, 7 days per week, 365 days per year. Supplier must note that COJ buildings will be occupied in most situations.

B. Scheduled inspections or tests are to be confirmed through emails or calendar invitations at least one (1) week in advance of the inspection or service by the service scheduler. Service or inspections are to occur Monday – Friday no earlier than 7:30 a.m. Before and/or Afterhours (B/A) testing for specified locations must be confirmed at least two (2) weeks prior to desired execution under normal conditions.

C. All work shall be scheduled and confirmed between the Supplier's dedicated account services scheduler, PBFM, and a COJ site designate. All resulting proposals shall be provided by the deficiency coordinator within ten (10) days following inspections / services. All schedules or appointments are subject to change by the PBFM or designate.

Requirements of Regulatory Agencies:

The Supplier shall perform all work in accordance with applicable codes. The work shall be completed by certified and experienced Supplier employees skilled in the trade and in accordance with the best practices of the trade. Provide all necessary notices, obtain all state and municipal permits, pay all fees necessary in connection with the requested services, including sales and use taxes as applicable, and make all tests as are called for by the regulations of such authorities.

All materials and workmanship shall comply with the applicable requirements and advisory provisions of the latest edition of NFPA, as codified by the State of Florida, the City of Jacksonville, and interpreted by the Authority Having Jurisdiction (AHJ):

- NFPA 25: Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems
- NFPA 72: National Fire Alarm and Signaling Code
- Other standards as applicable

Guarantee:

The Supplier shall guarantee all workmanship and service delivery for itself and any of its sub-contracted suppliers in accordance with current standards and regulations, Florida State Statutes, Florida Administrative Code, licensure, and industry best practices for one year from the date of delivery/installation. Services performed by personnel in the employment of the Supplier, or its subcontracted suppliers, shall be the legal responsibility of the prime Supplier and guaranteed that all service expectations remain compliant.

City's Right to Terminate for Convenience:

COJ reserves the right to terminate the contract for any reason by giving thirty (30) days written notice to the Supplier. If the contract is terminated for convenience, COJ will be relieved of all further obligations other than payment for that amount of approved services performed to the date of termination. Access to all workpapers will be provided to COJ within thirty (30) days after the termination of the contract.

Fire Alarm Systems:

A. The Supplier shall annually test fire alarm systems and peripherals including, fire alarm panels, transmitters, in-building fire emergency voice/alarm communications equipment, batteries, remote annunciators, remote power supplies, transient suppressors, fiber optic cable connections, initiating devices, notification appliances, exit marking audible notification appliances, supervising station alarm systems receivers, public emergency alarm reporting system transmission equipment (if applicable), mass notification system equipment (if applicable), and all other devices attached to and/or related to the fire alarm system in accordance with current NFPA and other applicable rules and regulations.

B. All tests and inspections shall be coordinated with the Building Maintenance Supervisor's office or designated representative so as not to disturb the daily business of the offices at the various facilities.

C. After completion of all above requirements, the Supplier shall correct all disarming features and restore alarm panel to normal operating condition ready for emergency action, then report to the PBFM, Building Maintenance Supervisor, or site designated representative that the testing has been completed. Annual inspections shall be coordinated to coincide with annual water-based fire suppression systems testing.

D. The Supplier shall provide a copy of the report to the Building Maintenance Supervisor or designated representative for signature and post a copy of the signed report onsite (panel location). The Supplier will also provide a digital copy of the report to PBFM. The Supplier shall advise the Building Maintenance Supervisor or designated representative of the next scheduled test.

E. The Supplier shall furnish documentation in the form of inspection reports compatible with the format shown in NFPA 72, Chapter 7 that is applicable to the work being performed, listing the City of Jacksonville as owner, and indicating the location or description of the system inspected/serviced. All equipment failures or devices nearing failure, repairs made, or action to be taken shall also be listed. Upon discrepancy, the Supplier shall notify the PBFM and submit a quote to repair.

F. The Supplier shall coordinate testing activities with site maintenance personnel so that annual test activities are scheduled to coincide with fire suppression testing at the site. The Supplier shall take special care to make sure that "interface components" between the fire alarm fire suppression systems are completely tested, such as dry pipe sprinkler riser low-pressure and flow indication switches, pre-action system interlock, tamper switches, etc.

G. The Supplier shall furnish all labor and equipment necessary to inspect, modify, repair, and certify all City of Jacksonville fire alarm system types to include proprietary equipment and integrated systems under this contract. Supplier shall provide "turnkey" outcomes directly or through approved subcontracted providers. The primary Supplier remains responsible for the favorable execution of all fire alarm system services work needed to properly maintain all COJ fire protection systems. During all service times, the primary Supplier's crew shall have an employee with NICET Level II or higher-level certification in fire alarm systems present. At a minimum, subcontractor completion of work shall receive the primary Supplier's NICET III level certification in fire alarm systems approval.

Water-Based Fire Suppression Systems:

A. All inspections shall be performed in accordance with current NFPA and other applicable rules and regulations. If a conflict or difference should arise between any of the applicable federal, state, and local laws, statutes, ordinances, and/or codes, or with the outlined testing procedures contained within this document, the more stringent shall prevail.

B. The Supplier shall furnish all necessary documentation and inspection reports and discuss the results of each inspection with the site Maintenance Supervisor or site designate before leaving the premises with special emphasis on any noted deficiencies and recommended corrective actions. A copy of the report shall be emailed in PDF format to PBFM. A hardcopy of certifications or inspection reports shall be furnished to the Building Maintenance Supervisor or designated representative.

C. All tests and inspections shall be coordinated with the Building Maintenance Supervisor's office or designated representative so as not to disturb the daily business of the offices at the various facilities.

D. The Supplier shall thoroughly test, inspect, examine, adjust, and calibrate as necessary all water-based fire suppression systems including fire pumps, private site hydrants, backflow preventers, standpipes, and related appurtenances in accordance with required inspection schedules required by NFPA or other applicable rules and regulations. For the purpose of planning 3-year and 5-year inspections, and other inspections of less frequency than one (1) year, if the inspection period is unknown, then inspections shall be planned and executed as if the respective system was initially placed in service on January 1, 2014.

E. Every effort will be made by the PBFM to cooperate fully with the Supplier during inspections, but it is the Supplier's responsibility to perform the inspections in a professional and timely fashion and in full accordance with the specifications.

F. The Supplier shall test water-based suppression systems quarterly, semi-annually, and annually by testing all fire sprinkler systems, and/or peripherals including, private hydrants, standpipes, fire pumps, risers, backflow preventers, flow switches, alarm devices, main drains, gauges, sprinklers, valves, drains, fire pumps, and all other devices attached to and/or related to the fire sprinkler system as required by NFPA or other applicable rules and regulations. If the 3-year or 5-year (and greater) interval inspection period is unknown, then inspections shall be planned and

executed as if the respective system was initially placed in service on January 1, 2014.

G. After completion of all requirements, the Supplier shall correct all disarming features and restore alarm panel to normal operating condition ready for emergency action, then report to the Building Maintenance Supervisor or designated representative that the testing has been completed. Annual inspections shall be coordinated to coincide with annual fire alarm testing.

H. The Supplier shall provide a copy of the report to the Building Maintenance Supervisor or designated representative for signature and post a copy of the signed report onsite (panel location). The Supplier will also provide a digital copy of the report to PBFM. The Supplier shall advise the Building Maintenance Supervisor or designated representative of the next scheduled test.

I. The Supplier shall furnish documentation in the form of inspection reports compatible with format shown in NFPA 25, Annex B that is applicable to the work being performed, listing the City of Jacksonville as owner, and indicating the location or description of the system inspected/serviced. All equipment failures or devices nearing failure, repairs made, or action to be taken shall also be listed.

J. The Supplier shall coordinate testing activities with site maintenance personnel so that annual test activities are scheduled to coincide with fire alarm testing at the site. The Supplier shall take special care to make sure that "interface components" between the fire alarm and water-based fire suppression systems are completely tested, such as dry pipe sprinkler riser low-pressure and flow indication switches, pre-action system interlock, tamper switches, etc.

K. The Supplier shall furnish all labor and equipment necessary to inspect, modify, repair, and certify all City of Jacksonville fire suppression system types to include proprietary equipment and integrated systems under this contract. The Supplier shall provide "turnkey" outcomes directly or through approved subcontracted providers. The primary Supplier remains responsible for the favorable execution of all fire suppression systems work needed to properly maintain all COJ fire protection systems. During all service times, the primary Supplier's crew shall have an employee with NICET Level II or higher-level certification in fire sprinkler system inspections present. At a minimum, subcontractor completion of work shall receive the primary Supplier's NICET III level certification in fire sprinkler inspections approval.

Chemical Fire Suppression Systems:

A. The Supplier shall ensure the fire alarm supervision of chemical extinguishant suppression systems such as FM200, Inergen, ANSUL, Clean Agent, in accordance with applicable standards.

B. The Supplier shall test the alarm supervision of all installed chemical suppression systems alongside fire alarm system inspections in accordance with applicable standards.

C. The Supplier shall coordinate testing activities with site maintenance personnel so that annual test activities are scheduled to coincide with fire alarm testing at the site. The Supplier shall take special care to make sure that "interface components" between the fire alarm and chemical fire suppression systems are completely tested, such as relays, cabinet tamper switches, troubles, supervisory, etc.

D. The Supplier shall have the capability to coordinate to inspect, modify, repair, and certify all chemical fire suppression repair work to include proprietary equipment and integrated systems under this contract. The Supplier shall provide "turnkey" outcomes directly or through approved subcontracted providers. The primary Supplier remains responsible for the favorable alarm supervision of all installed chemical fire suppression system work needed to properly maintain all COJ fire suppression systems. At a minimum, subcontractor completion of work shall receive the primary supplier's NICET III level certification in fire sprinkler inspections approval.

Fuel Gas and Carbon Monoxide Detection:

A. The Supplier shall ensure the operation and supervision of fuel gas and carbon monoxide detection systems, in accordance with applicable standards, at selected locations.

B. The Supplier shall test the supervision of all installed fuel gas and carbon monoxide detection systems alongside fire alarm system inspections in accordance with applicable standards, at selected locations.

C. The Supplier shall coordinate testing activities with site maintenance personnel so that annual test activities are scheduled to coincide with fire alarm testing at the site. The Supplier shall take special care to make sure that "interface components" between the fire alarm and fuel gas and carbon monoxide detection systems are completely tested, such as relays, device housings, etc.

D. The Supplier shall have the capability to coordinate to inspect, modify, repair, and certify all fuel gas and carbon monoxide detection repair work to include proprietary equipment and integrated systems under this contract. The Supplier shall provide "turnkey" outcomes directly or through approved subcontracted providers. The primary Supplier remains responsible for the favorable operation, occupant notification or alarm supervision of all installed fuel gas and carbon monoxide detection system work needed to properly maintain these systems at selected locations. At a minimum, subcontractor completion of work shall receive the primary supplier's NICET III level certification in fire alarm systems approval.

Service and Inspection Reports:

A. Reports shall be completed for every regular inspection and/or emergency call provided by the Supplier.

B. Reports will indicate the date the service was provided, location of the service, defects discovered, and an itemized listing of the materials and/or devices provided (labor and material).

C. Reports shall be signed by the Building Maintenance Supervisor or their designated representative.

D. Water-based fire suppression systems inspection tags shall be placed by the technician in accordance with NFPA 25: Standard for the Inspection, Testing and Maintenance of Water Based Fire Protection Systems, whenever the system or associated devices are serviced and/or repaired.

E. Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

F. Current inspection report to be located at every facility. A digital copy, in PDF format, including photos of any deficiencies found during the inspection, shall be submitted to the PBFM.

Repairs and Defects:

A. If repair or replacement of any device or part of the fire protection system is required, the Supplier shall verbally notify the Building Maintenance Supervisor or designated representative immediately, and shall provide written notice of such, within 24 hours after the discovery of the deficiency to the PBFM. Notice shall contain the nature of the deficiencies and shall include a description of any remedial work that may be required.

B. Photos of damaged or inoperable fire protection equipment shall be taken, submitted, provided, and retained for the duration of the life of the contract, for every service job. Photos of repaired or restored fire protection equipment shall be taken, submitted, provided, and retained for the duration of the life of the contract, for every service job.

C. All resulting proposals shall be provided within ten (10) days post inspections / services.

D. All equipment, materials, and workmanship are to be warranted against defects for one (1) year from the date of completion. Any substitution of equipment or material must be approved by the PBFM, Building Maintenance Supervisor, or designated representative before installation.

Parts and Components:

A. The Supplier shall repair or replace worn parts or complete components using only equipment that is UL listed, FM approved, or that is listed by a laboratory provided in OSHA's list of nationally recognized testing laboratories, and manufacturer's approved equipment and replacement parts or components.

B. The Supplier shall have available locally, or be able to source within 24 hours in an emergency, all equipment and components as needed to restore the system to proper working order.

C. Where joint venture and/or Sub-Supplier arrangements are proposed, the Supplier shall also submit the applicable information items for each joint venture and/or Sub-Supplier.

Price:

A. This is a facility labor and materials contract guided by the rates and pricing structure identified in the Bid Proposal Form. COJ reserves the right to request firm price quotations on work/individual projects over $500.00.

B. Rates and prices shall be in effect as of the award's start date and remain firm for the initial one-year contract term unless the contract is terminated, canceled, or extended.

C. The Markup amount on materials, supplies, and equipment used for fire protection services shall not exceed 12%. The markup amount on Sub-Suppliers shall not exceed 12%.

D. Consumer Price Index (CPI) increases shall be in accordance with the consumer price index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The Supplier may request a CPI increase no more than thirty (30) days prior to the anniversary date of the contract. If the Supplier fails to request the CPI price adjustment within thirty (30) days of the anniversary date, the Supplier will be denied the increase requested and the Supplier will have to request the CPI again in accordance with this clause. COJ will request a CPI increase through the COJ budgetary process. CPI increases are not automatic or guaranteed. If approved, the CPI price adjustment occurs within thirty (30) days after approval or as prescribed through the COJ budgetary process. No retroactive price adjustments are allowed.

E. Regular Requests: The Supplier shall respond to the facility for routine service requests within two (2) business days of being contacted by COJ.

F. Emergency Requests: The Supplier shall respond to the facility for emergency service requests within four (4) hours of being contacted by COJ. Emergency services shall include corrective repair of any problem required to restore the facility and/or grounds to an operational, secure, and safe condition.

G. Providing a quotation for needed or requested work will not be a billable service call.

H. Interval Services: All costs for 3-year and 5-year interval services shall be included in the respective Annual Inspection and Maintenance price.

I. Service calls & repairs shall be invoiced at the completion of each project, according to the rates submitted on the Bid Proposal Form or approved increase. All invoices shall include, at a minimum, the following information:

- Work Order number and appropriate Purchase Order information.
- Facility name and address of where the work was completed.
- PBFM contact information (name).
- Hourly rates and charges.
- Detailed list of materials supplied and installed.
- Detailed description of the work performed.

J. Invoices shall coincide with identified items on the Bid Proposal Form.

L. Invoices for services performed shall be submitted in one batch each month for all work performed the previous month. Payment terms shall be effective from this monthly billing date.

Delivery, Storage, and Handling of Materials:

A. The delivery, storage, and the handling of materials/equipment shall comply with the manufacturer's written instructions.

B. Material/Equipment must be available for inspection as required by COJ staff.

C. Delivery shall be F.O.B. inside delivery at various locations for COJ during the location's normal operating hours.

Installation:

A. The Supplier shall coordinate the location with COJ staff prior to commencing work. All labor and materials necessary to complete the installation shall be included in the quotation.

B. Installation shall proceed as specified in the manufacturer's published installation instructions and to industry best standards.

C. The installer shall be certified by the manufacturer to insure warrantable installation when applicable.

D. The Supplier shall ensure they have the necessary resources for the successful completion of the work.

E. The Supplier will perform on-site minor repairs when the cumulative parts and labor cost is $500 or less, as approved by the Public Buildings Facility Manager (PBFM). If the estimated cost exceeds $500, the Supplier will provide a written quote that must be approved by the PBFM.

F. All work performed shall be subject to inspection and shall meet the approval of COJ. If the work is not approved, COJ shall have the right to reject it or to require corrections.

G. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Supplier from its responsibility for the satisfactory completion of the work.

H. Partial or full payment does not absolve the Supplier from making corrections found subsequently.

I. COJ shall be the final judge of all work and its decisions of all questions in dispute will be final.

J. COJ may have its own work forces and other suppliers on the site while the work of this contract is under way. COJ shall coordinate the work of all suppliers on the site and require their cooperation with each other.

K. If the Supplier is unable to provide the services within the timeframe required, or is unavailable, COJ reserves the right to contact another supplier to perform the service(s).

Worksite Procedures:

A. The Supplier will be required to report to City staff upon arrival before starting any work, and prior to departure from the facility. An identifying badge, parking pass, and/or keys for equipment or roof access may be required from COJ staff.

B. The Supplier's qualified personnel required to work at the Police Memorial Building, Pre-Trial Detention Facility, Community Transition Center (CTC), and any other sites designated by COJ shall be required to successfully complete and maintain a security clearance for the duration of this contract.

C. The Supplier must inform PBFM immediately if any safety hazard is discovered.

D. The Supplier must ensure that all its staff are wearing clearly visible identification badges (company name and first name) when working on COJ properties.

E. Any cost for obtaining security clearance will be the responsibility of the Supplier.

Protection:

The Supplier shall use due care so that no persons are injured, or no property is damaged, when performing the work. The Supplier shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the work or caused in any other manner whatsoever by the Supplier or its employees. The Supplier shall rectify any loss or damage immediately at no charge to the City of Jacksonville and to the satisfaction of COJ for which, in the opinion of COJ, the Supplier is responsible.

Cleaning:
At the end of each day and at the conclusion of work, the Supplier shall clean up all debris, promptly remove any equipment or materials, and leave the work site in a clean and tidy condition.

Performance Guarantee:
The Supplier shall assume full responsibility to provide a complete, operational, and accessible fire protection system upon completion of the work.

Locations:
The Supplier shall use **Attachment A – COJ Facility Listing** as a starting point for these services. The Supplier must validate/inspect each site and provide a completed list and inspection schedule to the PBFM within thirty days (30) after receipt of a Purchase Order. If a location no longer requires a fire protection system feature, the Supplier shall notify COJ to remove that location from the inspection list. **COJ reserves the right to add or delete locations as needed.**

The fixed rate for periodic inspections shall be established at the time any new location is added to this list. Throughout the execution of this contract, the Supplier must verify and provide an actual count of all devices in all designated public buildings or places. The completed inventory and service history to be documented in the master schedule shall be submitted to the PBFM by December 31st of each following year starting in 2024. All costs associated with completing inspections / certifications, traveling to each location, and tracking / updating the inventory list must be included in the unit pricing.

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