BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 18, 19, 2003 Division: Public Works

Bulk Item: Yes X No ___ Department: Correction Facilities

AGENDA ITEM WORDING: Approval to award bid and enter into a contract with Siemens Building Technologies, Inc. for the testing, certification, and maintenance of the Monroe County Detention Center fire alarm system, building automation system, and smoke control system; the Sheriff's Administration Building fire alarm system and building automation system; the Juvenile Justice Center fire alarm system and building automation system; and the Courthouse Annex fire alarm system

ITEM BACKGROUND: On May 31, 2003, the contract with Siemens Building Technologies, Inc. for testing, certification and maintenance will expire, with no additional options to renew. On May 20, 2003 a bid opening was held with Siemens Building Technologies, Inc. submitting the only proposal.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: $95,928.00 **BUDGETED:** Yes X No ___

COST TO COUNTY: $95,928.00 **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DIVISION DIRECTOR APPROVAL: _____
Dent Pierce, Director Public Works

DOCUMENTATION: Included X To Follow ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** C-2

Revised 1/03

ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING OFFICE

TABULATION SHEET

OPEN DATE: MAY 20, 2003 AT 11:00 AM

BID-140-225-0-2003/LC

FIRE ALARM SYSTEM, BUILDING AUTOMATION SYSTEM, AND SMOKE CONTROL SYSTEM TESTING, CERTIFICATION, AND MAINTENANCE CORRECTION FACILITIES 5501 COLLEGE ROAD KEY WEST, FL 33040

RESPONDENT	BID BOND	TOTAL PRICE
Protection Plus		Letter No Bid
Siemens Bldg. Tech.	Yes 5%	$95,928.00

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office. Ann Mytnik - Public Works

Members of the Public Present: Todd Harris - Siemens Building Technologies, Inc

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Siemens Bldg. Tech, Inc.

Contract #

Effective Date: 06/01/03

Expiration Date: 05/31/04

Contract Purpose/Description:
Testing, certification, and maintenance of the MCDC fire alarm system, building automation system, and smoke control system; the Sheriff's Administration Building fire alarm system and building automation system; the Juvenile Justice Center fire alarm system and building automation system; and the Courthouse Annex fire alarm system.

Contract Manager: Ann Mytnik (Name) 4549 (Ext.) Facilities Maint/Stop #4 (Department/Stop #)

for BOCC meeting on 06/18/03 Agenda Deadline: 06/03/03

CONTRACT COSTS

Total Dollar Value of Contract: $ 95,928.00 Current Year Portion: $ 31,976

Budgeted? Yes ☒ No ☐ Account Codes: 101-20505-530-340-

Grant: $ N/A

County Match: $ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5/29/03	Yes ☐ No ☐		5/29/03
Risk Management	5/23/03	Yes ☐ No ☑		5/23/03
O.M.B./Purchasing	5/23/03	Yes ☐ No ☑		5/23/03
County Attorney	5/27/03	Yes ☐ No ☑		5-27-03

Comments:

OMB Form Revised 2/27/01 MCR #2

RECEIVED
MAY 28 2003
BY: MJ

CONTRACT AGREEMENT

This agreement, made and entered into this 18th day of June, 2003 A.D., by and between Monroe County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Siemens Building Technologies, Inc., party of the second part (hereinafter sometimes called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

3.01 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work described in the Specification entitled:

CERTIFICATION, MAINTENANCE, AND TESTING SERVICE AGREEMENT

DETENTION FACILITY
Fire Alarm System
Building Automation System
Smoke Control System

SHERIFF'S ADMINISTRATION BUILDING
Fire Alarm System
Building Automation System

COURTHOUSE ANNEX
Fire Alarm System

MONROE COUNTY JUVENILE JUSTICE CENTER
Fire Alarm System
Building Automation System

MONROE COUNTY, KEY WEST, FLORIDA

and his bid dated May 20, 2003, attached hereto and incorporated as part of this contract document, and shall do everything required by this Contract and other Contract Documents.

3.02 THE CONTRACT DOCUMENTS

a) The Contract Documents consist of this Contract Agreement, all Change Orders, the Request for Bids, any Addenda, the Specification Package, the Insurance/Indemnification/Hold Harmless Documents, the Non-Collusion Affidavit, the Drug-Free Work Place Form, the Ethics Clause, and any other

Amendments hereto executed by the parties hereafter. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

3.03 ASSURANCE AGAINST DISCRIMINATION

The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

3.04 ASSIGNMENT

The CONTRACTOR shall not assign or Subcontract this agreement, except in writing and with the prior written approval of the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS and CONTRACTOR, which approval shall be subject to such conditions and provisions as the OWNER and CONTRACTOR deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the OWNER in addition to the total agreed-upon price of the services/goods of the CONTRACTOR, nor relieve the Contractor of its obligations under this contract.

3.05 COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the OWNER to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR.

3.06 LABOR, MATERIALS AND EQUIPMENT:

a) CONTRACTOR shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the facility.

b) All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. Original invoices will be submitted to the OWNER for reimbursement. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

c) The OWNER is tax exempt and reserves the right to purchase directly various materials and equipment that may be a part of the CONTRACT. If the OWNER elects to make a particular purchase, the Director of Facilities Maintenance, Public Works Division, will act as a purchasing agent for the OWNER. The OWNER will, via a Purchase Contract, purchase the materials and equipment, and the Contractor shall assist the Director of Facilities Maintenance, Public Works Division in the preparation of these Purchase Contracts.

d) Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.

At all times and for all purposes under this agreement the CONTRACTOR is an independent contractor and not an employee of the OWNER. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants, or agents to be employees of the OWNER. The CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

e) The OWNER designates the Director of Middle Keys Operations, Public Works Division, to function as Contract Manager, who shall be responsible for enforcing performance of the Contract terms and conditions, serve as liaison with the contractor, and approve all invoices prior to payment.

3.07 SAFETY AND PROTECTION

a) CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1) all employees on the Work and other persons and organizations who may be affected thereby;
2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

b) CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

c) The CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the acts or omissions of OWNER or anyone employed by OWNER whose acts may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR).

3.08 EMERGENCIES

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

3.09 TERM OF CONTRACT

This CONTRACT shall be for a twelve (12) month period beginning on June 1, 2003 and terminating on May 31, 2004. The CONTRACT term shall be renewable in accordance with Article 3.10.

3.10 RENEWAL

The OWNER shall have the option to renew this agreement after the first year, and each succeeding year, for three (3) additional one year periods. The contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available.

3.11 CANCELLATION

a) The County may cancel this contract for cause with seven (7) days notice to the Contractor.

b) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.12 INSURANCE

Prior to execution of this agreement, the Contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document and/or bidding documents.

3.13 FUNDING AVAILABILITY

Notwithstanding anything contained elsewhere in this contract, if funds for Facilities Maintenance Detention Facilities Contractual Services are partially reduced or cannot be obtained or cannot be continued at a level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the OWNER by written notice of termination delivered in person or by mail to the CONTRACTOR. The OWNER shall not be obligated to pay for any services provided or any equipment purchased by the CONTRACTOR after the CONTRACTOR has received written notice of termination.

3.14 PROFESSIONAL RESPONSIBILITY

The CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. The Contractor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the OWNER is contingent upon retention of appropriate

local, state, and/or federal certification and/or licensure of CONTRACTOR.

3.15 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR OWNER:	FOR CONTRACTOR:
Monroe County Public Works Correction Facilities 5501 College Road Key West, Florida 33040 Attn: Director, Middle Keys Operations	Siemens Building Technologies, Inc. 10111 Business Drive Miramar, FL 33025

3.16 PAYMENT

a) The OWNER shall pay to the CONTRACTOR for the performance of said services on a per quarterly, in arrears basis on or before the 1st day of the following month in each three (3) month periods. The CONTRACTOR shall invoice the OWNER quarterly for the maintenance and testing performed under the Contract Documents contained herein. The Contract amount shall be as stated by the CONTRACTORS proposal as follows:

Monroe County Detention Center -	$52,764 per year
Sheriff's Administration Building -	$15,348 per year
Courthouse Annex -	$ 4,788 per year
Juvenile Justice Center -	$23,028 per year

b) The Owner shall compensate the Contractor for additional services performed under Article 2.13 of this agreement, as follows:

1) The actual cost of parts and materials <u>purchased from the manufacturer</u> plus 30%. Manufacturer's Invoice must accompany all requests for payment for any part which exceeds $100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.

2) The cost of labor and equipment used by the Contractor to compensate the Contractor for additional services performed under Article 2.13 of the contract specifications. The labor and equipment costs will be calculated using the unit prices set forth in the Contractor's bid as follows:

a) Labor - normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays - $80.00 per hour.

b) Labor - overtime rate, other than the normal working hours, including weekends and holidays - $120.00 per hour.

3.17 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

B. The passing, approval, and/or acceptance of any part of the work or material by the Owner shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and Specifications covering said work; and the Owner may require the Contractor and/or his surety to repair, replace, restore, and/or make to comply strictly and in all things with the Contract and Specifications any and all of said work and/or materials which within a period of one year from the after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the Owner, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of the Contract and/or his failure to comply strictly and in all things with this Contract and with the Specifications.

3.18 HOLD HARMLESS

The Contractor shall defend, indemnify, and hold harmless the Monroe County Board of County Commissioners as indicated on form TCS.

3.19 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida.

3.20 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

In witness whereof, the parties hereto have executed this agreement the day and year first above written,

Attest: DANNY L. KOLHAGE, Clerk

COUNTY OF MONROE, STATE OF FLORIDA

_____
Clerk

By_____
Mayor/Chairman

Attest:

Siemens Buiding Technologies, Inc.

_____
WITNESS

By_____
Contractor Rep.

_____
WITNESS

Corporate seal if corporation:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
ROBERT N. WOLFE
DATE 5-27-03