

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Johnson Control Fire Protection Lp**, with a principal address of 5757 N Green Bay Ave, Milwaukee, WI 53209, and a mailing address of PO Box 591 X-81, Milwaukee, WI 53201, possessing FEIN# 58-2608861 (hereinafter referred to as “FIRM”) under seal for Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #26B-092 - Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the start date listed on the Notice to Proceed, when issued, and will conclude upon the Project's final completion (“Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 26B-092, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment Per Fee Schedule, Exhibit B hereto, to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 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 Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hard copy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution, and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. 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 bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement. This section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Johnson Control Fire Protection Lp
 5757 N Green Bay Ave, Milwaukee, WI 53209
 CONTACT PERSON: Julie Willis | Phone: 904-383-0876

COUNTY: Marion County Facilities Management
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
 Marion County Procurement Services Department
 2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail,

FIRM may designate up to two (2) e-mail addresses: julie.willis@jci.com and nataleemckenley@jci.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

CARL ZALAK, III DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: July 7, 2026
26B-092 | Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

JOHNSON CONTROL FIRE PROTECTION LP

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

Exhibit A

Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services

SCOPE OF WORK

Facilities Management requires the Contractor to perform quarterly and annual inspections of fire sprinkler systems and fire pumps. Services shall also include full trip inspections, internal inspections, and Fire Department Connection (FDC) hydrostatic testing in accordance with applicable National Fire Protection Association (NFPA) standards and State of Florida requirements. The contract term is for two (2) years with two, two-year renewal options.

SECTION 1 – QUALIFICATIONS

1.1 The Contractor and its personnel performing work under this Contract shall be certified, qualified, and properly trained to conduct annual and quarterly fire sprinkler and fire pump inspections, full trip inspections, internal inspections, and FDC hydrostatic testing in accordance with all applicable NFPA standards and State of Florida requirements.

1.2 The Contractor shall report all deficiencies identified during inspections to Facilities Management. Deficiency reports shall include the applicable NFPA code reference and recommended corrective action.

1.3 The Contractor shall not perform any repair work or replacement of parts not included in the inspection process without prior approval from Facilities Management.

1.4 The Contractor shall comply with all applicable safety regulations, follow industry safety standards, and use industry-approved safety equipment while performing services.

SECTION 2 – REQUIREMENTS

2.1 The Contractor shall provide quarterly, semi-annual, and annual inspections of fire sprinkler systems and annual inspections of fire pumps at all locations covered under this Contract in accordance with the requirements of the National Fire Protection Association (NFPA) and all applicable federal, state, and local laws, regulations, permits, codes, and ordinances governing these services.

2.2 Any subcontractors utilized by the Contractor shall be subject to prior written notice to and approval by the County.

2.3 For security purposes, all Contractor personnel shall wear uniforms and display employee identification badges at all times while on County property.

2.4 The Contractor shall notify Facilities Management of any current codes not included in this Scope of Work and any future code changes that may result in additional costs beyond the scope of this Contract. Any additional work or costs resulting from code changes shall require prior written approval from Facilities Management before work is performed.

2.5 The Contractor shall provide the following fire protection inspections and testing services, including any additional services required by applicable code changes:

- Quarterly and annual fire sprinkler system inspections
- Annual fire pump inspections
- Three-year full trip inspections
- Five-year internal inspections
- Five-year FDC hydrostatic testing

2.6 Inspection costs shall include all labor and materials necessary to complete the inspections. Inspection materials shall include, at a minimum, all tags, testing materials, documentation, and minor consumable items required to complete the inspections and testing.

2.7 Marion County Ordinance 23-09 requires fire inspection reports to be uploaded to The Compliance Engine within thirty (30) days of the inspection. The Contractor shall comply with this requirement and ensure all applicable reports are uploaded. Only reports associated with buildings located outside the City limits of Ocala shall be uploaded. The fee associated with each report upload shall be reimbursed by the County. The compliance website is <https://www.thecomplianceengine.com/> and the fee to upload each report is \$18.

2.8 The Contractor shall provide an inspection schedule to Facilities Management at least thirty (30) days prior to the inspection due date. Inspection dates shall be coordinated with and approved by Facilities Management. Inspections shall be performed in a manner that minimizes disruption to building occupants. The Contractor shall complete all inspections within the applicable inspection month or required NFPA timeframe unless otherwise approved by Facilities Management.

2.9 Inspection reports and service tickets shall include all required NFPA information, as well as the technician's name, date of service, arrival and departure times, services performed, any parts used during service, facility name, facility address, and type of equipment serviced.

2.10 As part of each annual inspection, the Contractor shall survey the building, fire sprinkler systems, and related equipment for any manufacturer recalls, recommended repairs, upgrades, or modifications. All findings shall be documented separately within the inspection report.

2.11 The Contractor shall submit inspection reports for each inspected location to Facilities Management. All invoices shall be submitted to procurementinvoices@marionfl.org, with the designated County representative copied on all invoice submissions. Invoices will be processed upon receipt of the required inspection reports.

SECTION 3 – SPECIFICATIONS

3.1 A list of locations requiring inspection services shall be provided by Facilities Management. Library locations shall have inspections completed prior to 10:00 a.m. Locations designated by Facilities Management may require an escort and/or inspections outside normal business hours. The Contractor shall coordinate these requirements with Facilities Management.

3.2 The Contractor shall not perform work at any location not authorized by the designated County representative.

3.3 During the term of the Contract, Facilities Management reserves the right to add or delete specific services and/or locations at the applicable contract pricing.

3.4 Facilities Management may request periodic meetings with the Contractor to review performance, discuss expectations, and address any issues. Upon execution of the Contract, the Contractor shall provide current contact information for personnel responsible for contract administration and service coordination.

DRAFT

Exhibit B

Fire Sprinkler Systems and Fire Pumps Inspections and Testing Services Fee Schedule

(The locations listed with an asterisk (*) requires the Vendor's Technician to be escorted by a County Employee)

LOCATION	Address	Square Footage	Type of system	No. of Systems	Compliance Engine Report	Sprinkler Quarterly Inspection	Sprinkler Annual Inspection	Fire Pump Annual System Inspection (9 locations)	Sprinklers 3 Year Full Trip Dry Inspection (4 locations)	Sprinklers 5 Year Internal Inspection (49 locations)	5 Year FDC Hydrotest (31 locations)
*911 COMMUNICATION CENTER	696 NW 30TH AVE., OCALA		Dry	1		\$80	\$170.00		\$360.00	\$300.00	\$200.00
*911 COMMUNICATION CENTER	696 NW 30TH AVE., OCALA	15,066	Wet	1		\$80	\$170.00			\$300.00	\$200.00
BELLEVIEW FS #18	11941 SE 55TH AVE. RD., BELLEVIEW 34420	10,222	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
BELLEVIEW HEALTH DEPARTMENT	7055 SE 110TH RD., BELLEVIEW	5,892	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
BELLEVIEW LIBRARY	13145 SE HWY 484, BELLEVIEW	16,000	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
CITRA FS #2	2189 NE 180th LN., CITRA 32113	8,123	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
*CLERK'S ANNEX	19 N PINE AVE., OCALA	33,264	Wet	4		\$80	\$170.00			\$300.00	\$200.00
*CLERK'S RECORDS	870 NW 4TH AVE., OCALA	22,000	Wet	1		\$80	\$170.00			\$300.00	\$200.00
DUNNELLO LIBRARY	20351 ROBINSON RD., DUNNELLO	16,000	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
EAST MARION FS #4	16004 E HWY 40, SILVER SPRINGS	7,500	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
EMS CENTRAL	1400 SW 6TH AVE., OCALA	19,442	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
*EOC COMMUNICATION CENTER	696 NW 30th Ave Ocala	20,000	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
*EOC COMPUTER SERVICE RM	696 NW 30th Ave Ocala	600	Dry	1	\$18	\$80	\$170.00		\$360.00	\$300.00	\$200.00
*EVIDENCE WAREHOUSE - Captain	710 NW 30TH AVE., OCALA	30,000	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
FT MCCOY FS #7	11575 NE 146TH PL., FT. MCCOY	10,222	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
FREEDOM LIBRARY	5870 SW 95TH ST., OCALA	33,090	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
FRIENDSHIP FS #21	7884 SW 90th St., OCALA 34476	10,222	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
GOLDEN OCALA FS#20	3600 NW 70TH AVE. RD., OCALA 34482	10,600	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
*GROWTH SERVICES	2710 E SILVER SPRINGS BLVD., OCALA	56,000	Wet	2	\$18	\$80	\$170.00			\$300.00	\$200.00
LAKE COUNTY MEDICAL EXAMINER (Paid by Fire)	809 PINE ST., LESSBURG 34748	9,570	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
LANDFILL TRANSFER STATION	5521 SE 66TH ST., OCALA 34472	31,872	Dry	3	\$18	\$80	\$170.00		\$360.00	\$300.00	\$200.00
LIBERTY FS #32	11350 SW 49TH AVE., OCALA 34476	8,989	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
*LIBRARY HQ	2720 E SILVER SPRINGS BLVD., OCALA	57,748	Wet	2	\$18	\$80	\$170.00			\$300.00	\$200.00
*JC2 & JC3	110 NW 1ST AVE., OCALA	146,520	Wet	15	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
*JUDICIAL PARKING GARAGE	110 NW 1ST AVE., OCALA	271,884	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
RAY LLOYD FS #31	11240 SW HWY 484, DUNNELLO 34432	10,222	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
ROLLING GREENS FS #28	5907 CHERRY RD., OCALA 34472	8,045	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
SALT SPRINGS FS #15	14463 NE 250TH AVE., SALT SPRINGS	8,171	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
SE LIVESTOCK AUDITORIUM	2200 NE JACKSONVILLE RD., OCALA	66,694	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
SHADY FS #16	7151 S MAGNOLIA AVE., OCALA 34476	10,222	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00

*SHERIFF OPERATIONS	692 NW 30TH AVE., OCALA	10,222	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
SPRUCE CREEK FS #30	7900 SE 135TH ST., SUMMERFIELD 34491	10,222	Wet	1	\$18	\$80	\$170.00	\$400.00		\$300.00	\$200.00
*SUPERVISOR OF ELECTIONS	981 NE 16TH ST., OCALA	66,694	Wet	2	\$18	\$80	\$170.00			\$300.00	\$200.00
*TAX COLLECTORS	503 SE 25TH AVE, OCALA	48,600	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
Majestic Oaks (Temp) FS #23	8526 SW 49th AVE., OCALA	2,520	Wet	1	\$18	\$80	\$170.00			\$300.00	\$200.00
*TRAINING GYM JAIL	710 NW 30TH AVE., OCALA	27,523	Wet	1		\$80	\$170.00			\$300.00	\$200.00
*VETERANS RESOURCE CENTER	2730 E SILVER SPRINGS BLVD., OCALA	30,000	Wet	1		\$80	\$170.00			\$300.00	\$200.00
*VIDEO VISITATION - Captain	3500 NW 10TH ST., OCALA	20,500	Wet	1		\$80	\$170.00			\$300.00	\$200.00
* JAIL (INCLUDES VARIOUS LOCATIONS (11 see locations below)	3290 NW 10TH ST., OCALA	412,800		21		\$80	\$170.00			\$300.00	\$200.00
Jail Building 1 Kitchen			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 2 Booking			Dry			\$80	\$170.00		\$360.00	\$300.00	\$200.00
Jail Building 3 Medical			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 4 - G Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - H Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - Jail Juvenile			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - A Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - B Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - C Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - D Pod			Wet			\$80	\$170.00			\$300.00	\$200.00
Jail Building 5 - F Pod			Wet			\$80	\$170.00			\$300.00	\$200.00

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