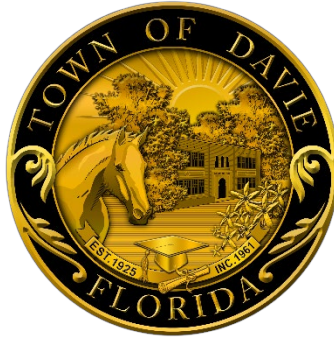


REQUEST FOR PROPOSALS



TITLE RFP# RS-25-56 ELECTRIC VEHICLE (EV) CHARGING STATIONS: FURNISH, INSTALL, OPERATE & MAINTAIN

AVAILABLE Monday, September 22, 2025

PRE-BID CONFERENCE Wednesday, October 8, 2025

LOCATION A Non-Mandatory Pre-Proposal Conference will be held at Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328. Members of the public may attend the non-mandatory pre-proposal conference by phone or online. Please see below for virtual meeting information: Meeting link:
<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=ma2e375e17429b1c60f8054cfb794a00f> Meeting number: 2342 139 1873 Password: zYPQ6t5afT3 (99776852 when dialing from a video system) Join by video system Dial 23421391873@daviepurchasing.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2342 139 1873

DUE DATE 2:00 pm ON Tuesday, October 28, 2025

SUBMIT TO <https://procurement.opengov.com/portal/davie-fl/projects/198293>

Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.

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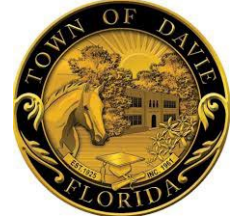
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Attachments:

A - Conference Call and Online Meeting Instructions

1. REQUEST FOR PROPOSALS

**TOWN OF DAVIE
REQUEST FOR PROPOSALS
RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain**



Dear Potential Proposer:

The Town of Davie, Florida invites qualified proposers to submit responses in accordance with the requirements stated herein no later than **2:00 pm on Tuesday, October 28, 2025**, for **RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain**. Interested firms may secure the solicitation package and all other pertinent information by visiting <https://procurement.opengov.com/portal/davie-fl>.

Pursuant to Town Code Section No. 2-320, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Non-Mandatory Pre-Proposal Conference will be held on Wednesday, October 8, 2025, at 10:00 am, at Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328.

Members of the public may attend the non-mandatory pre-proposal conference by phone or online. Please see below for virtual meeting information:

Meeting link: <https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=ma2e375e17429b1c60f8054cfb794a00f> / Phone Number: +1-408-418-9388 United States Toll/ Access Code: 2342 139 1873

Questions regarding this solicitation shall be submitted in the project Q&A section no later than **5:00 pm on Wednesday, October 15, 2025**. Responses to those questions considered material to the solicitation will be made available in a formal addendum issued to this project. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Proposers shall submit all proposal documents for this project electronically through the Town's e-Procurement portal: <https://procurement.opengov.com/portal/davie-fl/projects/198293>. Late submissions shall not be accepted.

Proposal responses will be publicly opened and firm names read aloud at Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above. Members of the public may attend the RFP opening virtually by phone or online. Please see below for virtual meeting information:

Meeting link: Meeting link: <https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m5e10b72849f006091c903866624747c5> / Phone: +1-408-418-9388 United States Toll/ Access Code: 2338 803 0386

The selection of the successful proposer (s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

2. GENERAL TERMS & CONDITIONS

2.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Agreement: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Bid: The written offer of a Bidder to perform the work or service. This includes solicitation types other than an invitation to bid.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: See "Agreement."

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Documents, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Proposer: See "Bidder."

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

2.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may

subscribe to the Town's portal to receive notifications of projects at the following link:

<https://procurement.opengov.com/portal/davie-fl>.

2.3 LOCAL PREFERENCE

(a) Definitions.

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsible and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the

process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal.

For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

- (1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- (2) Utilization of a state or other agency contract.
- (3) State or Federal law prohibits the use of local preference.
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

2.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due to the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

2.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The Town's e-Procurement Portal is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes,

sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax, unless related to a materials contract as described above.

2.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their Bid, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

2.7 SUBMISSION OF BIDS

Bidders shall submit all bid documents electronically through the Town's e-Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>. A full instructional guide on how to submit documents can be found in the OpenGov help center or by using the support chat bubble. Late submissions shall not be accepted.

Bidders requesting a copy of the bid tabulation will find this information through the Town's e-Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>.

2.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda with their bid submission through the Town's e-Procurement Portal. Failure to acknowledge any Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

2.9 REJECTION OF BIDS

The Town reserves the right to reject any or all Bids prior to award. Reasonable efforts will be made to either award the contract or reject all Bids within one hundred and twenty (120) calendar days after the proposal opening date.

2.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be unsubmitted prior to the time set for the bid opening via the Town's e-Procurement portal.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening

2.11 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

2.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

2.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit an inquiry in the Q&A Section of the solicitation. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing in the Q&A Section of the solicitation.

2.14 INVOICING/PAYMENT

Unless, otherwise specified herein, all invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

2.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

2.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

2.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Procurement Division:

Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street,
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

2.18 COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDED PROJECTS AND CONTRACTS

If the solicitation is fully or partially funded by the Davie Community Redevelopment Agency (CRA), all terms, conditions, and special provisions that reference the Town of Davie shall equally apply to the CRA. In such cases, any mention of the 'Town Council' shall also be understood as the 'CRA Board,' and any reference to the 'Town Administrator' shall likewise refer to the 'CRA Executive Director.

2.19 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee.

2.20 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and/or is most advantageous to the Town. If lowest bidder and/or top ranked proposer fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor(s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor(s), and any additional ranks such as tertiary, quaternary, quinary, etc. in the best interest of the Town.
- D. Successful Bidder(s) shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order or placement of order by a Town authorized representative.
- F. In the event that the awarded vendor(s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor(s)/ and/or next ranked vendor(s).

2.21 BID PROTESTS

Protests shall be in accordance with Town Code section 2-328: <https://www.davie-fl.gov/DocumentCenter/View/19093/Davie-Procurement-Code-of-Ordinances>.

2.22 AGREEMENT PROCESS

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors acknowledgement on the Vendor Submissions questionnaire and the signed award document by the Town shall constitute a binding agreement.

2.23 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

2.24 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

2.25 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

2.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

2.27 COLLUSION

The bidder, by confirming Acknowledgment to this Bid, agrees to the following:

- A. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit,

or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other person interested in the proposed work;

- C. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

2.28 REASON FOR NO BID

If choosing not to bid, please indicate "No Bid" on the project, select an option why or provide an explanation under "Other".

2.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

2.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

- A. Keep and maintain public records as required by the Florida Statutes.
- B. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
- C. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract,

contact the custodian of public records at 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn_Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.

2.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

2.32 SOLICITATIONS OTHER THAN BIDS

Should these "General Conditions" be used in the specifications for a solicitation other than an invitation to bid, every reference to a bid shall be and mean the same as proposal.

2.33 EXCEPTIONS TO BID

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation).

2.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.35 LIABILITY

Notwithstanding any other provision to the contrary, the Contractor shall be fully and unconditionally liable to the Town/CRA for all damages, losses, costs, claims, liabilities, and expenses of every kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs incurred at trial, in arbitration, or on appeal, arising out of or

related to the Contractor's breach of contract, negligence, gross negligence, willful misconduct, or fraud. This obligation shall apply whether such damages or expenses are incurred directly by the Town/CRA or asserted against them by third parties, and shall not be limited or capped in amount.

The Contractor expressly waives any statutory limitations of liability to the fullest extent permitted by Florida law, including, without limitation, any cap on indemnification or damages under Florida Statutes §725.06, it being the specific intent of the parties that the Contractor's obligations extend to the maximum extent allowable by law.

The indemnification and liability obligations set forth herein shall survive the termination, cancellation, or expiration of this Agreement, and are in addition to, and not in substitution of, any other rights or remedies available at law or in equity.

2.36 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

2.37 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

2.38 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

2.39 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth by the bidder.

2.40 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

2.41 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

2.42 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

2.43 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

2.44 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

2.45 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

2.46 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

2.47 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications. The Town encourages bidders to promote products and services that they offer which are most suited with the Town's sustainability principles. The sustainable procurement policy is available here: <https://www.davie-fl.gov/DocumentCenter/View/19226/Town-of-Davie-Procurement-Policies-and-Procedures-Manual>

2.48 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

2.49 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.50 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

2.51 IDENTICAL TIE BIDS

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded based on the following criteria to be considered in the following order of priority:

- A. A local bidder with a primary business location within the Town of Davie.

- B. A local bidder with a primary business location within Broward County.
- C. A bidder with a primary business location within the State of Florida.

The Town may split the award of a contract when it is to the Town's best interest. When all other potential remedies have been exhausted, the tie bid may be resolved by lottery. Such lottery or coin toss shall be conducted by the Town Administrator or designee and shall be open to the public.

2.52 CONE OF SILENCE

- A. **Prohibited communication.** Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:
 - 1. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and
 - 2. Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.
- B. **Effective dates.** A cone of silence shall begin and shall end for competitive solicitations as follows:
 - 1. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
 - 2. The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.
- C. **Notice.** When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.
- D. **Permitted communication.**
 - 1. The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.
 - 2. Nothing contained in this section shall prohibit any person or entity subject to this section from:
 - a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
 - b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
 - c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.
 - d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.

- e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
 - f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.
3. The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.
- E. **Violations.** Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.
 - F. Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.
 - G. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

2.53 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

2.54 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and the "CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW" section of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

2.55 SOLICITATION WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Town's e-Procurement Portal, which can be found at: <https://procurement.opengov.com/portal/davie-fl>.

2.56 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's

requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

2.57 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

2.58 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. In a situation where the solicitation is an ITB or ITQ, the advertised solicitation, plans (if applicable), addenda and vendor's response make up the entire agreement. Solicitations that are derived from an RFP, RFQ, or other negotiated agreements, the final agreement, and negotiated terms shall prevail as the first order of precedence.
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal or Bid submission.

2.59 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

2.60 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Product and Services to be performed under this Contract. The compensation for all Product and Services performed under this Contract, including all costs associated with such Product and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Orders and/or Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

2.61 PRICING

Prices shall remain firm and fixed for the initial term of the Contract; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

2.62 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

2.63 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Product and/or Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Orders and/or Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Product and/or Services. At the request of the Town, the Contractor shall promptly remove any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Contract shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services and/or Orders.

- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

2.64 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

2.65 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises. The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator or designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Contract, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to

the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Contract.

2.66 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

2.67 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

2.68 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

2.69 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

2.70 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the

right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

2.71 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

2.72 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

2.73 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual. In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:
- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Contract the Contractor will be compensated as stated in the Contract, herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Contract is subject to audit.

2.74 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - 1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

2.75 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

2.76 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes,

and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

2.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

2.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with

the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

2.79 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

2.80 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

2.81 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

2.82 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Contract are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Procurement Manager. Contractor shall thereafter

cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Procurement Manager in regard to remedying the situation.

2.83 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

2.84 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

2.85 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

2.86 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

2.87 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.88 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

2.89 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

2.90 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the initial term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor: https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm. The yearly increase or decrease in the CPI shall be that latest

index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented or submitted according to the timeline above, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

2.91 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence provided by the Contractor and signed approval by the Procurement Manager, Town Administrator, or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

2.92 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

2.93 NO CONTINGENT FEES

Bidder warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Bidder to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

2.94 E-VERIFY

Bidder/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Bidder/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-bidders/subconsultants/subcontractors) assigned by Bidder/Consultant/Contractor to perform work pursuant to the contract. The Bidder/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall

maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

2.95 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

2.96 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.97 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

2.98 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

2.99 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

2.100 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

2.102 SUSPENSION AND DEBARMENT

- A. Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.
- B. Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.
- C. Causes for debarment or suspension. The causes for debarment or suspension include the following:
 - 1. Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;
 - 3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

- c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;
 - d. If a party made material misrepresentations in response to or related to a solicitation;
 - e. If a party is debarred by another governmental entity;
 - f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or
 - g. Violation of the ethical standards set forth in section 2-330.
 - h. Violation of requirements in Section 2-320 – Cone of Silence.
- D. Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.
- E. Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.
- F. Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.
- G. Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

2.103 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

2.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

2.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

3. INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

3.1 Commercial General Liability

Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$2,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000, along with a \$2,000,000 aggregate. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

3.2 Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

3.3 Worker's Compensation

Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

3.4 Cyber Liability Insurance

Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

3.5 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.
- B. **Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town. NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

4. EVALUATION & SELECTION METHOD

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>EVALUATION & SELECTION METHOD</p> <p>EVALUATION & SELECTION METHOD</p> <p>All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.</p> <p>Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.</p> <p>Process</p> <p>The selection process shall be as follows:</p> <p>A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.</p> <p>B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).</p> <p>C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.</p>	<p>N/A</p>	<p>N/A</p>
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	<p>D. If firms are asked to come in for oral presentations and/or interviews:</p> <ol style="list-style-type: none"> 1. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will not be open to the public. 2. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria listed below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval. <p>E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.</p> <p>F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to</p>		
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	<p>approve the final contract, if applicable.</p> <p>EVALUATION CRITERIA</p> <ul style="list-style-type: none">• Technical Solution & Innovation• Revenue-Sharing Model / Financial Terms• Value-Adds to the Town (community benefits, resiliency, education)• Relevant Experience & References• Implementation Plan & Timeline• User Experience & Support• Sustainability Impact• Local Preference		
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5. SPECIAL CONDITIONS

5.1 PERFORMANCE OF SERVICES

Contractor agrees to provide product and/or to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits (as applicable). Only the highest quality product and services shall be acceptable. Services, product, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction (if applicable) must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division by the RFI deadline stated herein, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

5.2 MINIMUM QUALIFICATIONS

Proposer (s) shall have the following minimum qualifications:

- A. Minimum 3–5 years installing and operating EV charging infrastructure.
- B. At least three comparable projects (municipal or public sector preferred).
- C. Licensed electrical contractors in Florida with permitting/code compliance experience.
- D. Demonstrated ability to deliver networked, reliable charging solutions.

5.3 PROPOSAL SUBMISSION REQUIREMENTS

The Town strongly encourages innovative approaches that improve uptime, user experience, equity, and total lifecycle value. Clever solutions are welcome; flimsy promises are not.

Proposal shall include the following but not limited to:

1. Cover Letter & Executive Summary
2. Company Background & Experience (org chart; Florida licensing)
3. Technical Solution, Site Strategy & Equipment Specs (data sheets, power plans)
4. Installation & Implementation Timeline (Gantt with milestones)
5. Warranty, Maintenance & Uptime Plan
6. Customer Support & User Interface (payment, accessibility, languages)
7. Proposed Public Charging Rate Structure
8. Key Personnel Resumes
9. Minimum of three (3) Project References
10. Required Compliance Certifications

5.4 FINANCIAL PROPOSAL REQUIREMENTS

Financial Proposal shall include the following but not limited to:

1. **Revenue/Profit-Sharing Structure**
 1. Percentage of revenue shared with the Town (**gross vs. net** clearly defined).
 2. Fixed site lease/license fee per station (if applicable).

3. **Hybrid** models (e.g., base fee + revenue share).
 4. Statement that **Contractor-paid taxes/assessments are not deductible** from amounts owed to the Town unless expressly permitted.
2. **User Fee Model**
 1. Proposed public pricing structure: per **kWh, per session, per minute**, or hybrid.
 2. Dynamic pricing approach; affordability and accessibility strategies.
 3. **Revenue Forecast**
 1. Demand assumptions by site, utilization ramp, and sensitivity analysis.
 2. Pro forma revenue by site and Town share over the term.
 4. **Town Benefits**
 1. Fleet access provisions as needed, signage/branding, data sharing, in-kind contributions, sustainability metrics.
 5. **Optional Enhancements**
 1. Performance incentives, **guaranteed minimum payments**, marketing partnerships, resiliency features (e.g., battery/solar), and site amenities.

5.5 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be submitted to the project's Q&A section by the deadline stated herein.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this bid.

5.6 BID SUBMISSION CONSIDERED AN OFFER

This bid submission shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

5.7 BONDS/SECURITY

Upon award, the Town will require statutory **Performance & Payment Bonds at 100%** of the construction amount.

5.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of an account manager and/or field supervisor.

5.9 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the proposer(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services. In addition, please refer to "SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE" in the General Terms and Conditions.

5.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Procurement Division Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

5.11 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" or "Specifications" of this solicitation. Invoices will be subject to verification and approval by the department requesting the service.

5.12 INSPECTIONS

The Contractor and the Town of Davie's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

5.13 COMPETENCY OF PROPOSERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposers (s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that proposer is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Work/Specifications. When applicable, Proposers shall be insured, licensed, and certified by all applicable local, county, and state agencies

5.14 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

5.15 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

5.16 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of five (5) years to ten (10) years from the contract start date. In addition, the Town reserves the right to renew the contract upon approval by the Town Administrator.

5.17 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

6. SCOPE OF WORK/SPECIFICATIONS

6.1 SUMMARY

The Town of Davie would like to invite you to submit a bid for RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain. Bids are to be submitted through the Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>, no later than 2:00 pm on Tuesday, October 28, 2025.

6.2 PURPOSE

- A. The Town of Davie, Florida (the "Town") invites qualified and experienced Contractors to submit sealed proposals to **furnish, install, operate, and maintain** networked Electric Vehicle (EV) charging stations at various Town-owned sites, including parks, government buildings, and municipal parking lots. The Town intends to enter into a **revenue agreement** that expands public access to EV charging, advances sustainability goals, and provides a revenue stream to the Town.
- B. The project will increase public access to EV charging, demonstrate leadership in green infrastructure, and leverage a revenue-sharing model with the private sector to accelerate deployment while protecting the public interest.

6.3 SCOPE OF WORK

The selected Contractor shall provide a turnkey solution including, at a minimum:

The selected Contractor shall provide a turnkey solution including, at a minimum:

A. **Site Assessments & Design**

1. Conduct site walks; evaluate electrical capacity, trenching, and civil requirements.
2. Prepare stamped drawings and obtain all permits; ensure compliance with local, state, and national codes and standards.
3. Coordinate utility service upgrades as needed.

2. **Equipment & Installation**

1. Furnish and install **DC Fast Charging (DCFC)** stations or other charging solutions. The Town will consider all solutions to determine the best overall solution for the Town, its residents, and the provider.
2. Provide pedestals, bollards, cable management, networking hardware, and protective devices.
3. Provide required power to each site, including all civil, electrical, and communications work.

3. **Operations, Networking & Software**

1. Operate and maintain the EV stations for **at least five (5) years**, including network services, firmware updates, remote diagnostics, data reporting, and payment processing.
2. Provide a **user-friendly mobile/app/web interface**, 24/7 customer support, open payment options, remote monitoring, firmware updates, and reporting.
3. Maintain **uptime/reliability** commitments (see Service Levels below).

4. **Maintenance & Warranty**

1. Preventative and corrective maintenance; spare parts strategy; response times; escalation; and on-site repair procedures.
2. Warranty coverage terms for stations, parts, and labor.

5. **Accessibility, Safety & Design**

1. ADA-compliant access, clear and aesthetically appropriate signage, lighting, striping, and wayfinding.
2. Safety practices for construction and operations; traffic and pedestrian control plans.
3. Cybersecurity controls appropriate for payment, user data, and remote management.

6. **Rates & Revenue**

1. Propose public user fees (per kWh, per session, per minute, or hybrid) for Town approval.
2. Provide comprehensive **revenue-or profit-sharing** to the Town with transparent reporting.

7. **Town Fleet Support**

1. Provide fleet access and pricing models as needed.

8. **Sustainability & Community Benefits**

1. Propose measurable sustainability impacts (e.g., GHG reductions), community education, and equitable access initiatives.

6.4 SITE CONTROL AND USE OF PUBLIC LAND (LEASE/LICENSE)

1. **Site Control Model.** The Town anticipates granting **site control by lease or license** for designated areas within Town property required to install and operate EV charging equipment (the “Premises”). The actual instrument (ground lease, license, or easement) will be finalized during negotiations and may vary by site.
2. **Non-Exclusivity.** Any rights granted are non-exclusive unless expressly stated. The Town reserves the right to deploy, or permit others to deploy, additional infrastructure.
3. **Ownership of Improvements.** Unless otherwise negotiated, charging equipment remains the property of the Contractor during the term. Foundations, conduits, or improvements permanently affixed to real property may, at Town’s election, become Town property upon expiration/termination, subject to removal/restoration provisions.
4. **Relocation/Temporary Closure.** For public projects, events, safety, or other governmental purposes, the Town may require temporary closure or relocation of stations, with reasonable notice; the parties will cooperate on mitigation.
5. **Utilities.** Contractor is responsible for all utilities and associated charges for the Premises and stations, including new meters, if required.
6. **Taxes & Assessments — Contractor Responsibility.**
 - (a) **Taxability Acknowledgment.** Contractor acknowledges that a lease, license, or other possessory interest in public land may be subject to taxation by applicable taxing authorities. The Town makes **no representation** as to taxability or exemption.
 - (b) **Contractor Obligation.** If any portion of the Premises, the Contractor’s possessory interest, equipment, or improvements is deemed **taxable** by any **Taxing Authority** at any time, **Contractor shall be solely responsible for, and shall timely pay, all such taxes, assessments, charges, and fees**, including interest and penalties, **without reimbursement or offset** against any amounts due to the Town (including rent, license fees, or revenue share).
 - (c) **Indemnity.** Contractor shall **defend, indemnify, and hold harmless** the Town, its officers, and employees from and against any claims, liabilities, or costs arising from, or related to, such taxes or assessments imposed on the Contractor’s interests, equipment, or use of the Premises.
 - (d) **Evidence of Payment.** Upon request, Contractor shall furnish proof of timely payment of all applicable taxes/assessments.

(e) No Impact on Revenue Share. Taxes payable by Contractor under this section **shall not reduce** revenue-or profit-sharing amounts owed to the Town unless expressly authorized in the executed agreement.

6.5 SERVICE LEVELS (UPTIME, RESPONSE, REPORTING)

- A. **Uptime Commitment:** Proposers shall state a measured **uptime target** (e.g., 97%+ per station per month), with exclusions clearly defined.
- B. **Response & Repair:** Specify remote response (<30 minutes), on-site response (<4 hours), and mean-time-to-repair targets.
- C. **Parts & Spares:** Identify critical spare parts strategy and lead times.
- D. **Reporting:** Monthly usage, revenue, uptime, maintenance tickets, outages, and incident summaries.

7. SAMPLE AGREEMENT

SAMPLE AGREEMENT

AGREEMENT No. (RFP/RFQ#)

BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered upon the date of the final signature below by and between Firm Name Here a corporation organized and existing under the laws of the State of _____, with offices at Complete Address Here (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36 Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Request for Proposals/Qualifications ("RFP")/("RFQ") No. _____ Complete Title Here which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of Contractor's Proposal; and

WHEREAS, the Contractor has submitted a written proposal, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference and the Contractor's Proposal, hereinafter referred to as the "Contract," and the terms of such are incorporated herein by reference.
2. The Town agrees to abide by and to be bound by the "Contract".
3. Contractor shall deliver materials and/or provide services in accordance with the "Contract".
4. The Town agrees to make payment in accordance with the "Contract".
5. This Agreement and "Contract" referenced herein constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
6. The entire Agreement will commence as provided for in Contract No. RFP/RFQ# unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator or designee is authorized to extend or terminate this Agreement on behalf of the Town.
7. In addition to any other contractual indemnification provisions in the solicitation documents or the "Contract's Proposal" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury,

loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

FIRM NAME IN CAPITAL LETTERS HERE

By: _____ Name: _____
(Signature) (Print)

Title: _____ Date: _____

Attested: _____

Corporate Seal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or online notarization, this _____ day of _____, 2024 by _____ who is personally known to me or produced _____ as identification who did/did not take an oath.

Notary Date

TOWN OF DAVIE

By: _____ Date: _____
Mayor Judith Paul

Attested: _____ Date: _____
Evelyn Roig, Town Clerk (Seal)

Approved as to form and legal sufficiency:

Allan Weinthal, Town Attorney

8. VENDOR SUBMISSION

8.1 VENDOR INFORMATION

Please indicate any product or services that your firm provides:*

*Response required

8.2 PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Requirements*

Upload document per section 5.3 "Proposal Submission Requirements."

*Response required

8.3 FINANCIAL PROPOSAL REQUIREMENTS

Financial Proposal Requirements*

Upload document per section 5.4 "Financial Proposal Requirements."

*Response required

8.4 LICENSES AND/OR CERTIFICATIONS

Licenses and/or Certifications (if applicable)

Please attached applicable licenses and certifications for this specific solicitation.

8.5 CLIENT REFERENCES

Provide client references from recent transactions/ work similar to the Scope of Work/Specifications herein. Do not include the Town of Davie as a reference.

Client Reference 1*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

*Response required

Client Reference 2*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

*Response required

Client Reference 3*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

*Response required

8.6 OWNERSHIP DISCLOSURE

If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the company's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):*

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

Enter N/A if not applicable

*Response required

The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):*

Full Legal Name:

Address:

Enter N/A if not applicable

*Response required

8.7 ELIGIBILITY FOR LOCAL VENDOR PREFERENCE (Davie Code of Ordinances Sec. 2-326)

My business is located within the Town of Davie*

Select as applicable

Yes

No

*Response required

When equals "Yes"

Has the business name changed since it was opened in Davie? If yes, provide the previous business name: *

*Response required

When equals "Yes"

Date your business was established in Town of Davie:*

*Response required

When equals "Yes"

Number of full time employees your business employs:*

*Response required

When equals "Yes"

Business Tax Receipt [Occupational License(s)]*

Please upload current Town of Davie business tax receipt.

*Response required

My Business is located within Broward County*

Yes

No

*Response required

When equals "Yes"

Has the business name changed since it was opened in Broward County? If yes, provide the previous business name:*

*Response required

When equals "Yes"

Date your business was established in Broward County:*

*Response required

When equals "Yes"

Number of full time employees your business employs:*

*Response required

When equals "Yes"

Business Tax Receipt [Occupational License(s)]*

Please upload current Broward County business tax receipt **OR** the city within Broward County business tax receipt.

*Response required

8.8 PROPOSER/BIDDER QUESTIONNAIRE

Primary Contact Person for this solicitation*

Primary Contact Person Name:

Primary Contact Person Email Address:

Primary Contact Person Phone Number:

*Response required

Emergency Contact Information:*

Emergency Contact Person Name:

Emergency Contact Person Email Address:

Emergency Contact Person Phone Number:

*Response required

How many years has your firm been in business under its present business name?*

*Response required

Has your firm operated under another business name?*

Yes

No

*Response required

When equals "Yes"

If yes, under what other former name(s) has your firm operated?*

*Response required

Have you been awarded any government contracts recently or in the past?*

Yes

No

*Response required

When equals "Yes"

If yes, please list the contract #'s, the agency, the service provided, and if it is still active.*

*Response required

Have any similar agreements held by the proposer for a similar project to the proposed project ever been canceled? *

Yes

No

*Response required

When equals "Yes"

If yes, please explain:*

*Response required

Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?*

Yes

No

*Response required

When equals "Yes"

If yes, please explain:*

*Response required

Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? *

Yes

No

*Response required

When equals "Yes"

If yes, please explain and give the date, court jurisdiction, action taken, and any other explanation deemed necessary.*

*Response required

Has the proposer been involved in any Litigations/Judgements/Settlements/Debarments/Suspensions?*

Yes

No

*Response required

When equals "Yes"

If yes, upload information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years.*

*Response required

Has the proposer been involved in any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations? *

Yes

No

*Response required

When equals "Yes"

If yes, provide information on the circumstances and status:*

*Response required

8.9 VENDOR REQUIREMENTS

Quotes*

When Providing A Quote Related To A Contract, Please Do The Following:

- A. You must reference the contract number that is being utilized to develop the quote.
- B. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- C. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- D. If you are quoting prices based on a cost-plus contract, please show $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- E. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- F. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- G. If permits are applicable, please be sure to include those costs on your quote.
- H. Please verify if freight is allowed, or not, before submitting your quote.
- I. Is installation applicable to the contract, or not? If not, please be sure to notate.
- J. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- K. Please ensure all pricing is loaded into your information system.

By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

Invoices*

All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected:

- A. Must include a PO# when a purchase order has been provided.
- B. Must include a non-repetitive invoice number.
- C. Must show contract pricing, if applicable to a contract.
- D. No freight charges shall be included unless the contract provides for freight terms.
- E. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- F. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- G. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- H. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

Packages And Deliveries*

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

Procurement Card*

Bidder agrees to accept the VISA Procurement card for payment.

Yes

No

*Response required

When equals "Yes"

If yes, do you charge a credit card convenience or other type of transaction fee? If yes, indicate fee percentage.*

Example: 3%

*Response required

8.10 AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS*

Please download the document, complete and have notarized. An online notarization option will be provided for you when responding.

- [AFFIDAVIT OF COMPLIANCE WIT...](#)

*Response required

8.11 AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS*

Please download the document, complete and have notarized. An online notarization option will be provided for you when responding.

- [AFFIDAVIT OF COMPLIANCE WIT...](#)

*Response required

8.12 CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Certification Pursuant to Florida Statute § 287.135*

By checking the box below, the Contractor certifies that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

8.13 TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters*

The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
- B. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- D. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

By checking "Yes" this will serve as an electronic Signature.

Where the prospective vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Yes

No

*Response required

When equals "No"

Where the prospective vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.*

Please upload a detailed explanation if unable to certify any of the above statements

*Response required

8.14 E-VERIFY

E-Verify System*

A. Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

A. Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By checking "Please Confirm," the Contractor is in compliance with Section 448.095, Fla.Stat. and hereby declares under penalty of perjury that the foregoing is true and correct. By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

8.15 CONFLICT OF INTEREST

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected

and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict of Interest. Please select "Yes," or "No."

Please indicate if there is a Conflict Of Interest*

- Yes
 No

*Response required

When equals "Yes"

If you indicated "Yes" above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below.*

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Full First and Last Name:
Relationship:

Full First and Last Name:
Relationship:

Full First and Last Name:
Relationship:

*Response required

8.16 PROOF OF INSURANCE

Please upload proof of insurance*

Please attach proof of insurance (insurance certificate)

*Response required

8.17 BUSINESS REGISTRATION

State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz)*

Please upload current State of FL Sunbiz **OR** State Registration (if not required to have State of FL Sunbiz). Please reference the attached document as an example.

- [Sunbiz Search Example.pdf](#)

*Response required

8.18 W9

Is your federal tax classification individual/sole proprietor?*

- Yes
 No

*Response required

When equals "Yes"

If yes, please follow W9 Upload Instructions:

- If using FEIN #, **please upload W9**.
- If using SS#, **DO NOT upload W9**. If recommended for award, you will be contacted on next steps regarding your W9.

When equals "No"

If no, please upload W9*

Please upload W9.

*Response required

8.19 EXCEPTIONS

EXCEPTIONS

If bidder takes exception to any part of this solicitation, please upload a document with listed exceptions.

8.20 BID ACKNOWLEDGEMENT

Bid Acknowledgement*

This bid submission shall be considered an offer on the part of the bidder. By submitting this bid, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to submit this bid and the ability to bind this business entity to the terms and conditions herein. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.

By checking "Please Confirm" this will serve as an electronic Signature.

Please confirm

*Response required

8.21 SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:*

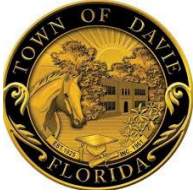
Please note: This information is used for internal Procurement purposes only.

Select all that apply

RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain

- www.davie-fl.gov
- <https://procurement.opengov.com/portal/davie-fl>
- The Sun-Sentinel
- Referral/word-of-mouth
- Search Engine/Internet search
- E-mail
- Banner or Link on another website
- Flyer, newsletter, direct mail
- Other

*Response required



Town of Davie
Procurement Division
Brian O'Connor, Procurement Manager
8800 SW 36th Street, Davie, FL 33314
(954) 797-1016

ADDENDUM NO. 4

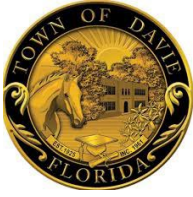
RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain

RESPONSE DEADLINE: October 28, 2025 at 2:00 pm

1. Question: are the charging stations for public use only or are there some for charging Davie's vehicle fleet?

Sep 24, 2025 9:28 AM

Answer: The primary focus of this solicitation is for public use only. The Town of Davie currently does not have any electric vehicles in its fleet. However, if EVs are added in the future, we would like to be able to project costs for fleet charging. We also request examples of programs and incentives you have implemented for residents in other communities you serve. Additionally, the Town is interested in exploring incentive-based pricing structures specifically for Davie residents.



ADDENDUM NO. 5

RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain

RESPONSE DEADLINE: October 28, 2025 at 2:00 pm

1. Question: Are the charging stations for public use only or are there some for charging Davie's vehicle fleet?

Sep 24, 2025 9:28 AM

Answer: The charging stations are currently designated for public use only. At this time, the Town has no immediate plans to integrate electric vehicles into its fleet. However, we would appreciate receiving pricing information and details on your capabilities to support potential future fleet charging needs.

2. Question: Do you have electrical drawings for the Davie Town Hall parking lot and any of the lots associated with the parks/ballfields in the immediate vicinity of Town Hall. Or any electrical drawings for any town owned parking lots

Oct 8, 2025 11:43 AM

Answer: Electrical plans and drawings will be made available if the Town has them on file. However, the Town cannot identify specific locations without first reviewing your proposed installation sites.

3. Question: Where did the City get the impression that the business model being requested is financially viable? Since the dawn of the industry, owning and operating Level 2 public charging stations has never been profitable and must be in constant use 14 hours a day per port to break even at best. Would the City consider a business model that would not lead the provider into bankruptcy?

Oct 9, 2025 1:27 AM

Answer: The Town is open to all viable solutions and is seeking the best overall approach to serving its residents and community. The goal is to achieve a *win-win-win* outcome that benefits the Town, the provider, and the public.

4. Question: Can you provide a list or direct me to page on Town website that lists all parks, municipal buildings and other properties owned by the Town of Davie?

Oct 9, 2025 5:57 PM

Answer: Please see the links below:

- <https://www.davie-fl.gov/Facilities?clear=False>
- <https://www.davie-fl.gov/493/Recreational-Trails>
- <https://www.davie-fl.gov/289/Facilities>

5. Question: In the public meeting, you made it clear that itv was up to bidders to select good sites. That said, are there certain sites that Town leadership would consider obvious desirable locations?

Oct 9, 2025 5:58 PM

Answer: New Town Hall (Orange Drive, currently under construction), Bamford Park (multiple locations), Bergeron Rodeo Grounds, Robbins Lodge, Dog Parks, Police Department, Fire Department Admin. Future Farm Park, and Davie Golf Course.



ADDENDUM NO. 7

RFP# RS-25-56 Electric Vehicle (EV) Charging Stations: Furnish, Install, Operate & Maintain

RESPONSE DEADLINE: October 28, 2025, at 2:00 pm

1. Question: To be able to estimate necessary infrastructure work at proposed locations, can we schedule access to sites and specifically electric rooms? If so, how do we arrange?

Oct 15, 2025 7:56 AM

Answer: The Town has left the specific locations to be determined by the provider; therefore, it would be difficult to accommodate all access requests. We encourage you to submit your proposals and identify any challenges the proposed locations may present based on your observations. These can be discussed further during negotiations if your firm is selected as the awarded contractor.

2. Question: Please provide a list of City Owned properties including any priority locations based on customer inquiry or City research.

Oct 15, 2025 4:58 PM

Answer: Old Town Hall (6591 Orange Drive) and Bamford Sports Complex are two most desired locations. A list has been provided in Addendum No. 5.

3. Question: Can you please provide the EV adoption rate for your city in as much detail as possible?

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Answer: The Town has not developed an EV Adoption Rate.

4. Question: Are there any EV chargers currently installed on city-owned properties? Do you have data on their utilization if so?

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Answer: There are currently no machines on any Town locations.

5. Question: Please advise what level of detail is requested on vendor proposed site plans for the proposal response?

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Answer: Conceptual designs illustrating placement are acceptable, provided that the proposed products and services themselves are not conceptual.

6. Question: Is there a minimum quantity of units required for a proposal?

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Answer: The Town anticipates placing four units at the Old Town Hall site (6591 Orange Drive), which is currently in the early stages of construction. The Bamford Sports Complex is another high-traffic location that presents multiple opportunities for placement.

7. Question: Do you plan for this to be a single award or will you make multiple awards?

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Answer: It is undetermined at this time; however, the Town would prefer to work with a single provider. If it is determined that multiple awards are in the best interest of the Town, we will proceed accordingly.

8. Question: Does the city have a preference for Level 2 or Level 3 stations?

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Answer: As clarified in Addendum No. 6, the Town will accept proposals for all types of charging stations. It is up to the provider to determine the best fit for each application and propose it to the Town. The Town will review all proposed solutions and determine the best overall option and provider.