

## INVITATION TO BID



**TITLE** ITB# RS-26-06 FIRE & BURGLAR ALARM MONITORING SERVICES & REPAIRS

**AVAILABLE** Monday, January 5, 2026

**PRE-BID CONFERENCE** Thursday, January 15, 2026

**LOCATION** Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328 In order to be eligible to respond to this solicitation, bidders are required to attend the pre-bid conference and site visits. The sign in sheet will be available up until the commencement of the pre-bid conference. Bidders are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem the bidder absent to the pre-bid conference and ineligible to respond to this solicitation. In addition, PLEASE NOTE that there are several locations. Therefore, the site visits are anticipated to start in the morning and end in the afternoon.

**DUE DATE** 2:00 pm ON Tuesday, February 10, 2026

**SUBMIT TO** <https://procurement.opengov.com/portal/davie-fl/projects/211742>

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

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## 1. INVITATION TO BID

**TOWN OF DAVIE  
INVITATION TO BID  
ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs**



Dear Potential Bidder:

The Town of Davie, Florida invites qualified bidders to submit responses in accordance with the requirements stated herein no later than **2:00 pm on Tuesday, February 10, 2026**, for **ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs**. 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 Mandatory Pre-Bid Conference will be held on Thursday, January 15, 2026, at 9:00 am, at Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328. Site visits will immediately follow the Pre-Bid Conference. In order to be eligible to respond to this solicitation, bidders are required to attend the pre-bid conference and site visits.**

**The sign in sheet will be available up until the commencement of the pre-bid conference. Bidders are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem the bidder absent to the pre-bid conference and ineligible to respond to this solicitation. In addition, PLEASE NOTE that there are several locations. Therefore, the site visits are anticipated to start in the morning and end in the afternoon.**

**Bidders are required to initial on the sign in sheet at the beginning and may be required to initial again at the end of site visits to ensure that everyone is safe and accounted for. If the site visits includes multiple locations, bidders are required to initial at the beginning of the visit at each site location.**

Questions regarding this solicitation shall be submitted in the project Q&A section no later than **5:00 pm on Wednesday, January 21, 2026**. 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 bidders to ensure they are aware of all addenda issued relative to this solicitation.

**Bidders shall submit all bid documents for this project electronically through the Town's e-Procurement portal: <https://procurement.opengov.com/portal/davie-fl/projects/211742>. Late submissions shall not be accepted.**

**Bid 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 bid opening virtually by phone or online. Please see below for virtual meeting information:**

**Meeting link:** <https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=me74a3e39d6740ff0c98bdcfefe3cdc3d> /  
**Phone Number:** +1-408-418-9388 United States Toll/ **Access Code:** 2337 442 5402

The selection of the successful bidder(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, or otherwise as required.

## 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](mailto: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, 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, without in any way limiting the indemnification and hold harmless agreement language above the contractor expressly agrees to indemnify, defend, and hold harmless the Town of Davie, its officers, agents, and employees from and against any and all claims, damages, losses, or liabilities arising out of or related to the failure, malfunction, or misuse of any refurbished/obsolete products supplied under this contract, except where such claims arise from the negligence or misconduct of the Town. 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, fraud, or as a result of supplying refurbished/obsolete product that fail or malfunction. 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](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](mailto: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](mailto: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 \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **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 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. SPECIAL CONDITIONS**

### **4.1 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, bidders 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.

### **4.2 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 bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

### **4.3 BID SUBMISSION CONSIDERED AN OFFER**

This bid submission shall be considered an offer on the part of the bidder 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 bidder 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.

### **4.4 CONTRACTOR'S EQUIPMENT**

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

### **4.5 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.

### **4.6 STORAGE OF MATERIALS**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

### **4.7 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 bidder(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.

#### **4.8 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 Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

#### **4.9 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.

#### **4.10 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.

#### **4.11 COMPETENCY OF BIDDERS**

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 Bidder(s) licensed and qualified by experience to do the work specified.

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

#### **4.12 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.

#### **4.13 CONTRACT AWARD**

Any contract, as a result of this ITB, 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 Bidder 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. SCOPE OF WORK/SPECIFICATIONS**

**5.1 SUMMARY**

The Town of Davie is seeking licensed, insured, and qualified contractors to bid for ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs. 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, February 10, 2026.

**5.2 PURPOSE**

The purpose of this ITB is to secure one or more qualified professional firms to provide remote monitoring, inspection, maintenance, and repair services for fire and burglar alarms in addition to active fire protection. The estimated budget is \$65,000.

In order to be eligible to respond to this solicitation, bidders are required to attend the pre-bid conference and site visits. The sign in sheet will be available up until the commencement of the pre-bid conference. Bidders are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem the bidder absent to the pre-bid conference and ineligible to respond to this solicitation. In addition, PLEASE NOTE that there are several locations. Therefore, the site visits are anticipated to start in the morning and end in the afternoon.

**5.3 LICENSING & MINIMUM CONTRACTOR QUALIFICATIONS**

All licenses and certifications must be valid at the time of submission and shall be in the name of the bidding company or a full-time staff member of that company.

In order to be eligible to bid, bidders are required to provide at least one the following in their submission:

- Florida Certified Alarm System Contractor I (Class EF)
- Fire Alarm Systems Agent (FASA) and Burglar Alarm Systems Agent (BASA)
- Florida Certified Alarm Contractor Class EC
- NICET III or higher technician

In addition, bidders must meet the following qualifications:

- Training and/or certification to service, manage, and monitor various panels (i.e. may include but not limited to Honeywell, Notifier, Simplex).
- Minimum five (5) continuous years of experience performing fire and security alarm ITM.
- UL-listed central-station monitoring or written agreement with a UL-listed subcontractor.
- Demonstrated ability to furnish LTE/IP conversions for at least 200 alarm points in the past three years.

**5.4 LOCATIONS - FIRE & BURGLAR ALARM SYSTEMS**

The following includes the facilities that will require fire and burglar alarm services. Note that each location may include one or both fire and burglar alarm. The Town retains the authority to add or remove locations and services during the term of the contract.

#	Facility	Street Address	Alarm System
1	Bamford Sports Complex: Building #1 Fitness & Aquatic Center	3801 SW 92nd Avenue, Davie, 33328	Fire alarm, burg
2	Bamford Sports Complex: Building #2 Multi-Purpose Community Center	3801 SW 92nd Avenue, Davie, 33328	Fire alarm, burg

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

3	Eastside Community Center: Building #1 Eastside Community Center	4300 SW 55th Avenue, Davie, 33314	Fire alarm, burg
4	Fire/Public Works Administration: Building #1 Fire & Public Works Admin.	6901 Orange Drive, Davie, 33314	Fire alarm
5	Fleet Maintenance Garage: Building #2 Public Works Compound	6911 Orange Drive, Davie, 33314	Fire alarm
6	Fire Station 38: Building #1 Fire Station #38	6901 Orange Drive, Davie, 33314	Fire alarm
7	Fire Station 65: Building #2 Fire Station #65	1200 S Nob Hill Road, Davie, 33324	Fire alarm
8	Fire Station 86: Building #3 Fire Station #86 & Community Center	14651 SW 14th Street, Davie, 33325	Fire alarm
9	Fire Station 91: Building #4 Fire Station #91 & Community Center	6101 SW 148th Avenue, Davie, 33330	Fire alarm
10	Fire Station 104: Building #5 Fire Station #104	4491 Oakes Road, Davie, 33314	Fire alarm
11	Housing & Community Services: Building #1 4700 Building	4700 SW 64th Avenue, Davie, 33314	Burglar alarm
12	Old Davie School: Building #1 Old Davie School	6650 Griffin Road, Davie, 33314	Fire alarm, burg
13	Old Davie School: Building #2 Admin. & Auditorium	6650 Griffin Road, Davie, 33314	Fire alarm, burg
14	Old Davie School: Building #3 Viele House	6650 Griffin Road, Davie, 33314	Burglar alarm
15	Old Davie School: Building #4 Walsh House	6650 Griffin Road, Davie, 33314	Burglar alarm
16	Potter Park: Building #1 PAL Multi-Purpose Center	4300 SW 57th Terrace, Davie, 33314	Fire alarm, burg
17	Robbins Park: Building #1 Robbins Lodge/Community Center	4005 Hiatus Road, Davie, 33330	Fire alarm, burg
18	Shenandoah Park: Building #1 Concession Building	14601 SW 14th Street, Davie, 33325	Burglar alarm
19	Sunny Lakes Park: Building #1 Community Center	5400 Griffin Road, Davie, 33314	Fire alarm
20	Temporary Town Hall: Building #1 POD #3	8800 SW 36th Street, Davie, 33328	Burglar alarm
21	Temporary Town Hall: Building #2, Building A	8800 SW 36th Street, Davie, 33328	Fire alarm, burg
22	Temporary Town Hall: Building #3, Building B	8800 SW 36th Street, Davie, 33328	Fire alarm, burg
23	Temporary Town Hall: Building #4, Building C	8800 SW 36th Street, Davie, 33328	Fire alarm, burg
24	Temporary Town Hall: Building #5, Building D	8800 SW 36th Street, Davie, 33328	Fire alarm, burg
25	Temporary Town Hall: Building #6, Building HR	8800 SW 36th Street, Davie, 33328	Fire alarm, burg
26	Utilities Administration: Building #1 Water Plant & Water Reclamation Facility	7351 SW 30th Street, Davie, 33314	Fire alarm

**5.5 LOCATIONS - FIRE SPRINKLER ALARM SYSTEMS**

The following includes the facilities that will require fire sprinkler maintenance and repair services. The Town retains the authority to add or remove locations and services during the term of the contract.

#	Facility	Street Address
1	Fleet Maintenance Garage: Building #2 Public Works Compound	6911 Orange Drive, Davie, 33314
2	Fire Station 65: Building #2 Fire Station #65	1200 S Nob Hill Road, Davie, 33324
3	Fire Station 86: Building #3 Fire Station #86 & Community Center	14651 SW 14th Street, Davie, 33325
4	Fire Station 104: Building #5 Fire Station #104	4491 Oakes Road, Davie, 33314
5	Potter Park: Building #1 PAL Multi-Purpose Center	4300 SW 57th Terrace, Davie, 33314

6	Utilities Administration: Building #1 Water Plant & Water Reclamation Facility	7351 SW 30th Street, Davie, 33314
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**5.6 ADDITIONAL ACCOUNTS**

The Town may need to add or delete accounts due to unanticipated situations. This contract permits the Town to contact the awarded vendor and cancel or add fire and burglar alarm monitoring service accounts, as well as the maintenance and repairs of fire sprinklers within the Town, with written notice.

**5.7 TECHNICAL SPECIFICATIONS**

- A. The contractor shall be responsible for all labor, materials, tools, supplies, equipment, coordination and miscellaneous items necessary to conduct remote station monitoring, repairs, testing, inspections, renovations, alternations, installations, and replacements of fire and burglar alarm systems and fire protection services, along with all components, to provide continuous, fully operational alarm systems to all locations.
- B. The contractor shall be responsible for providing and installing new or replacement control panels, annunciators, batteries, heat, duct, ionization, and photoelectric detectors, relays, manual pull stations, transient suppressors, horns/strobes, speaker strobes, notification appliances, HVAC shutdown, monitoring equipment and all ancillary items as required for full compliance.
- C. New equipment that the Town is billed for shall remain the property of the Town.
- D. The contractor shall be responsible for cleaning smoke and heat detectors, replacing protective covers and ensuring unimpeded line-of-sight.
- E. The contractor shall be responsible for verifying the time and date synchronization and supervisory annunciation quarterly.
- F. The contractor shall be responsible for all labor and programming of the fire and burglar alarm systems.
- G. The contractor shall offer training and support to the Town as needed, at no additional cost. Training may include but not limited to company introduction and setting up new users.
- H. A logbook shall be kept at each fire alarm control panel.
  - 1. The technician, performing maintenance or repair services, shall include the following information in the logbook:
    - a. The technician(s) name
    - b. The time and date of the repair(s)
    - c. The work performed from each visit
    - d. Any recommendations and/or notes about the site(s)
- I. Recertification and cleaning of suppression systems located at various Fire Stations and Town facilities are **NOT** included in this solicitation.
- J. Fire extinguishers are **NOT** to be a part of this solicitation.

**5.8 CONTRACTOR'S RESPONSIBILITIES**

The contractor shall provide all the necessary equipment, labor, and materials for the operation of services. The Town reserves the right to validate that the contractor possesses the ability to perform under this contract including access to all equipment, labor and service experience and expertise. The contractor shall be responsible to remove and

dispose any waste resulting from the work, including the removal of any excess material and debris resulting from the work. It is the contractor's responsibility to become familiar with the existing conditions of all the Town facilities, to determine the type of equipment necessary to successfully provide the specified services.

## 5.9 APPLICABLE CODES & STANDARDS

Contractor shall comply with the latest adopted editions of, but not limited to:

- NFPA 72 – National Fire Alarm & Signaling Code (inspection, testing, maintenance schedules)
- NFPA 70 – National Electrical Code
- Florida Fire Prevention Code (FFPC), including NFPA 1 and NFPA 101 adoption
- Florida Administrative Code 69A-48 (fire protection contractor ITM requirements) [2]
- UL 827 & UL 1981 (central-station requirements)
  - Please note that the contractor shall notify the Town in writing within 30-days of losing the Listed Central Station classification from UL®.
- Florida Statutes Ch. 489 Part II; Ch. 633 (licensing); Ch. 287 (public procurement)
- Town of Davie ordinances and building/fire department requirements

## 5.10 ALARM MONITORING & DIGITAL MONITORING EQUIPMENT

- A. **The contractor shall oversee established existing accounts upon the switching over from the current service provider.**
- B. The contractor shall provide alarm remote monitoring services for fire and burglar alarms by receiving signals from existing digital fire and burglar alarm equipment through a worldwide web network that communicates with a central station for notification and dispatch of fire and burglar incidents as follows:
  - 1. The contractor shall immediately retransmit the alarm to the appropriate emergency service communication center.
  - 2. The contractor shall acknowledge incidents to the panel within sixty (60) seconds and dispatch in accordance with the Town call list.
- C. The alarm remote monitoring services shall be available twenty-four hours a day, seven days a week (24/7) and will encompass all necessary infrastructure to comply with the Underwriters Laboratory ® definition of a "Listed Central Station," as well as all associated costs for providing ongoing remote monitoring alarm services.
  - 1. A "Listed Central Station" refers to an alarm monitoring facility that has proven its capability to provide services that comply with the standards. For monitoring stations, UL® criteria encompass the structure of the building, the receiving and monitoring equipment, as well as staffing concerns, along with installation and continued service. To ensure compliance with standards, the requirements for the building, equipment and staffing requirements must consistently be fulfilled.
- D. Transmit alarms via dual-path (cellular/LTE + IP) communicators.
- E. The contractor shall contact the Town's personnel by email upon notification of all supervisory and fault signals generated from the Town's fire and burglar alarm systems.
  - 1. The Town shall provide the contractor with a contact email listing.
  - 2. The list shall be the responsibility of the Town to update and provide changes to the contractor as necessary.

3. The network communications signal failures shall also be communicated by instantaneous email messaging.
- F. The contractor shall immediately notify the Town employee listed as the emergency contact by telephone upon notification of an alarm.
1. Each building shall have a list of two (2) Town employees listed as telephone emergency contacts.
  2. The specific notification order shall be provided by the Town.
  3. If unable to reach the first contact, the Central Monitoring Station shall contact the second contact.
  4. The Town shall provide the contractor with a contact telephone listing for business hours and after hour contacts. The list shall be the responsibility of the Town to update and provide changes to the awarded contractor as necessary.
- G. The map-net, access gateway, and internet protocol addresses shall be provided to the contractor upon award of the contract.

**5.11 SIGNAL NOTIFICATION, SUPERVISORY & FAULT SIGNAL NOTIFICATION & INTRANET COMMUNICATION FAILURE**

- A. The Town of Davie owns and operates various brands of fire alarm systems, all of which are equipped with functioning ICOMM routers manufactured by Digital Monitoring Products Inc.™ (DMP). The contractor shall be certified to service the equipment. The Town of Davie shall be responsible for maintaining the data network system used to transmit and receive continuous digital monitoring signals.
- B. The contractor shall be an authorized service provider for the monitoring panel brand that is servicing the building. Note that some monitoring panel brands may be proprietary systems.
- C. The contractor shall be responsible for the turn-key provision(s), installation(s), programming and configuration of cellular/IP communicators, control panels, peripherals, software and licensing required for full system functionality
- D. Technicians employed by the contractor shall program each ICOMM router for each facility as necessary to establish continuity of each signal, as well as perform initial change-over signal testing, systems maintenance, and periodic testing.
- E. The contractor shall be responsible for both radio and cellular communication equipment.
- F. The contractor shall submit monthly activity reports and provide immediate email notifications for any trouble or supervisory signals.
- G. Please note that Fire Station 86's fire and burglar alarm system includes carbon monoxide detectors which are connected to that system.**

**5.12 FIRE AND BURGLAR ALARM SYSTEM MAINTENANCE & REPAIRS**

- A. The contractor shall be responsible for all labor, repairs, renovations, alternations, installations and replacement(s) of fire and burglar alarm systems and all components to maintain the systems in good condition at all times as required by code.
- B. Any replacement part required shall be reimbursed at contractor's cost, plus markup up not to exceed 10%.
1. A copy of the contractor's invoice/receipt from the supplier for such parts and materials shall be submitted with the contractor(s) invoice for payment.
- C. The contractor shall be responsible for the preventive maintenance, firmware updates, sensitivity testing, and cleaning of all initiating and notification devices.

- D. Defective initiating devices shall be replaced with original manufacturer parts for the specific system(s) being repaired or other UL® cross listed as compatible with the existing system.
- E. The Town shall not pay additional shop materials, tools, fuel, transportation, equipment, and other incidentals required by the contractor to fulfill the requirements of this contract.
- F. The contractor is responsible for all programming, permits and as-built documentation.

**5.13 FIRE ALARM ANNUAL TESTS & INSPECTIONS**

- A. Annual fire alarm and active fire protection tests and inspections shall be performed by the selected contractor annually for each system.
- B. Annual inspections shall be in accordance with all applicable NFPA standards, and each panel shall be tagged to meet the State of Florida, Fire Marshall Standards.
- C. Annual inspection and testing of fire alarm devices shall be in accordance with manufacturer recommendations and best industry practices.
- D. A logbook shall be kept at each fire alarm control panel. The technician, performing the annual inspections, shall include the following information in the logbook:
  - 1. The technician(s) name
  - 2. The time and date of the inspection
  - 3. The work performed, if any, from each visit
  - 4. Any recommendations and/or notes about the site(s)
  - 5. An NFPA 72 compliant inspection report and/or as applicable for each device must be provided for each annual inspection conducted.

**5.14 ADDITIONAL SERVICES: ANNUAL FIRE SPRINKLER INSPECTION, MAINTENANCE & REPAIRS**

- A. A separate bid price shall be included for the annual fire sprinkler test and certification. Items to be included in the annual inspection test are as follows:
  - 1. Inspection of the entire fire sprinkler system, including all sprinkler heads that are accessible.
  - 2. Standpipe and hoses shall be inspected.
  - 3. System shall be flushed at provided locations.
  - 4. All back flow devices shall be certified at the time of the inspection.
  - 5. All back flow devices tested and certified shall include filing a report with results of the test with BSI (The Town's back flow data management and notification vendor).
- A. The contractor shall provide hourly service rates, both regular (non-overtime) and overtime hours, for repair(s) of the fire sprinkler system and additional maintenance and repair services for items that are not a part of the annual test.

**5.15 EMERGENCY RESPONSE**

- A. Priority 1 (Fire alarm trouble/alarm): Technician on site within 2 hours, 24/7. Unless the Town specifies otherwise.
- B. Priority 2 (Burglar alarm trouble): Technician on site within 4 hours, 24/7. Unless the Town specifies otherwise.
- C. Priority 3 (Non-critical issues): Response within 24 hours, M-T 7 AM-5 PM. Unless the Town specifies otherwise.

- D. Provide temporary devices or panel bypasses (with Project Manager and/or Certified Fire Personnel) to maintain protection if repairs exceed 24 hours. Unless the Town specifies otherwise.

#### 5.16 INVOICING & PAYMENT

The contractor shall complete the Bid Form for all locations which includes fire and burglar alarm monthly monitoring, annual testing and certification, non-overtime and overtime hourly repair rates, annual fire sprinkler test and certification and non-overtime and overtime rates for fire sprinkler maintenance and repair services.

- A. The hourly rate shall be non-overtime from 7:00 A.M. to 5:00 P.M. Monday through Friday and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday, as well as all-day Saturday and Sunday. Overtime rates shall apply on observed holidays. Overtime services shall be approved by the Town.
- B. If a third party is required for maintenance, repairs, replacements, or installs, their hourly rates shall not exceed the contractor's set hourly rates and must be invoiced through the contractor.
- C. For invoicing purposes, authorized work begins when the contractor arrives at the job site. Invoicing for labor will begin when the contractor arrives at the job site and will end when the work is completed. **The Town will not pay for travel time.**
- D. The Town will request a full budgetary cost estimate/quote from the selected contractor based on the submitted Bid Form, Hourly Rate for Additional Services & Parts & Materials, which shall be approved by the project manager before any scheduled repair and/or replacement may be completed. The comprehensive budgetary cost estimate is only for budgetary considerations (to ensure that Town funds are available to cover the project costs). Deviations from the submitted detailed budgetary cost estimate are to be expected, as invoicing shall be based on the actual time (as verified/documented by the Town representative) and materials plus mark-up (not to exceed 10%) required to complete the job and as specified in the executed contract between the Town and the selected contractor(s).
- E. All labor expenses (regular non-overtime and overtime) must be included in the hourly rate for additional services provided by the bidder in their bid submission.
- F. **The Town will NOT reimburse any travel time needed to reach its facilities.**
- G. Additional services involving hourly rates and materials shall include the following on the invoice:
  - 1. Number of employees that worked
  - 2. Number of hours worked by each employee
  - 3. Hourly rate times the number of hours worked
  - 4. Materials cost + markup (including invoice from supplier for all purchased materials)
  - 5. Miscellaneous Materials (identified as Miscellaneous Materials, stock, or truck stock)
    - a. The contractor will be allowed to bill for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials are materials that the contractor already owns but are used incidentally to complete the repairs.
    - b. The cost of miscellaneous materials shall not exceed \$2,000 per repair.
    - c. **Miscellaneous materials are not intended to be abused by the contractor; thus shall be approved by the Project Manager. The Project Manager's decision on invoicing of miscellaneous materials is final. The Town reserves the right to request that the contractor show proof of the cost for the miscellaneous materials on an as needed basis.**

- d. The contractor shall include any miscellaneous materials already owned or used for invoiced repairs. **Miscellaneous materials are not subject to the contract percentage mark up.**

H. Submitting Invoices

1. Taxes paid by the contractor for parts/materials will be billed as pass-through to the Town. Taxes are not subject to the contract percentage mark up.
2. Invoices will be subject to verification and approval by the department requesting the service. All invoices must include the Project Manager's name, the PO, all applicable materials and hourly fees and contract number.
  - a. All Fire Station invoices shall be invoiced separately including the PO number provided by the Fire Department and emailed to [JVega@davie-fl.gov](mailto:JVega@davie-fl.gov), [DesireeLopez@davie-fl.gov](mailto:DesireeLopez@davie-fl.gov) and [AlHamilton@davie-fl.gov](mailto:AlHamilton@davie-fl.gov). Updated Fire Department contacts will be provided as needed.
  - b. All Utilities location invoices shall be invoiced separately including the PO number provided by the Utilities Department and emailed to [Utilities\\_Billing@davie-fl.gov](mailto:Utilities_Billing@davie-fl.gov).
  - c. All other location invoices shall be invoiced separately including the PO number provided by the Public Works & Capital Projects Department and emailed to [PWInvoice@davie-fl.gov](mailto:PWInvoice@davie-fl.gov) with the Project Manager copied on the email: [Dastallone@davie-fl.gov](mailto:Dastallone@davie-fl.gov).

**5.17 INVENTORY & OBSOLETE EQUIPMENT LIST**

- A. The selected contractor(s) shall be responsible for preparing a comprehensive and accurate Inventory & Obsolete Equipment List for all the fire and burglar alarm equipment at each designated facility. The contractor shall submit their bid price on the Bid Form for this as a one-time project lump sum. The obsolete equipment list shall be in order of priority for budgeting purposes.
- B. The Town will replace and/or upgrade all fire and burglar panels and accompanying equipment as needed based on the list supplied by the contractor and based on funding availability.
- C. The Inventory & Obsolete Equipment List must meet the following requirements:
  1. Equipment Identification
    - a. The contractor(s) shall document all system components, including, but not limited to:
      - i. Annunciators
      - ii. Batteries and power supplies
      - iii. Control Panels
      - iv. Duct Detectors
      - v. Heat Detectors
      - vi. Horns
      - vii. HVAC Shutdown
      - viii. Ionization Detectors
      - ix. Manual Pull Stations
      - x. Notification Appliances
      - xi. Photoelectric Detectors

- xii. Speaker Strobe
  - xiii. Strobe Lights
  - xiv. Transient Suppressors
  - xv. All additional system hardware, components, devices, and materials associated with the fire and burglar systems
- b. Each item must include:
    - i. Equipment Type
    - ii. Manufacturer and model number (if available)
    - iii. Quantity
    - iv. Physical Location
- D. Obsolescence Assessment:
- 1. **Obsolete items must be clearly flagged within the Inventory List.**
  - 2. The contractor(s) shall provide a detailed category of all materials/equipment that are:
    - a. Obsolete
    - b. No longer supported by the manufacturer
    - c. Incompatible with current system requirements
    - d. Recommended for replacement in order of priority
- E. Documentation Standards
- 1. The contractor(s) must ensure that:
    - a. All information is accurate and complete
    - b. Inventory is organized by building/location in the same format as the bid document
    - c. Any missing or non-functioning components are noted
    - d. Final Inventory List is submitted in a digital format approved by the Project Manager

#### **5.18 USE OF REPLACEMENT PARTS IN FIRE ALARM SYSTEMS WITH OBSOLETE COMPONENTS**

- A. General Requirements: Replacement parts shall not compromise the UL® Listing, NFPA 72 compliance, or manufacturer-specified compatibility of the fire alarm system.
- B. Approved Types of Replacement Parts: The following will be considered acceptable parts and the order by which parts are to be replaced:
  - 1. Original Equipment Manufacturer (OEM) Parts
    - a. New original equipment manufacturer parts.
    - b. Manufacturer Refurbished original equipment manufacturer parts, when documentation of manufacturer testing is provided.
  - 2. Reconditioned Parts:

- a. Reconditioned parts will only be allowed if new OEM parts or OEM refurbished parts are no longer available from the original fire alarm equipment manufacturer.
- b. A letter must be provided from the original fire alarm equipment manufacturer advising the part and model number is obsolete and no longer available from the manufacturer.
- c. Reconditioned electrical parts, equipment, and all components must comply with the requirements of NFPA 70 National Electrical Code.

**5.19 PRICING GUIDELINES FOR AFTER-MARKET, REFURBISHED/OBSELETE, OR USED COMPONENTS OR PARTS**

- A. **Obsolete Product Definition:** For the purposes of this contract, "obsolete" shall refer to commercial fire alarm system components that are no longer manufactured or available for purchase as new equipment through the original equipment manufacturer (OEM) or authorized distributors.
- B. **Refurbished Part Definition:** For the purposes of this contract, "refurbished part" shall refer to a component that has been previously used but has been restored to a functional and safe condition through cleaning, inspection, and repair.
  1. Refurbished parts undergo a process that includes testing to ensure they meet safety and performance standards.
  2. Refurbished electrical parts, equipment, and all components must comply with the requirements of NFPA 70 National Electrical Code.
  3. The use of refurbished parts may be considered for temporary repairs until new OEM parts are available due to supply chain issues.
  4. If a refurbished part or component must be used, the contractor is required to provide the following:
    - a. **Evidence of Manufacturer Unavailability**
      - i. Used or refurbished parts shall only be used when new parts are no longer available.
      - ii. Documentation confirming that the original item is no longer available from the manufacturer must be provided to the Town.
    - b. **Evidence of Market Unavailability**
      - i. Documentation confirming that the original item is no longer available in the open market must be provided to the Town.
    - c. **Provision of a Comparable or Equivalent Part - Refurbished Equipment Standards**
      - i. A replacement part must be comparable or equivalent to the original in functionality and quality.
      - ii. All refurbished/obsolete products offered must be fully functional, restored to OEM specifications, and tested for performance and reliability. The contractor shall certify that each part has been inspected and meets applicable safety and operational standards.
      - iii. Refurbishment shall include replacement of worn or defective components and validation of operational integrity.
    - d. **Inventory and Pricing for Refurbished Items**

- i. Pricing for obsolete/refurbished items shall be fair and reasonable and reflect current market value based on comparable obsolete items of similar make, model, condition, and availability. The contractor must provide supporting documentation for the proposed pricing, which may include at least one of the following:
    - I. Market research from reputable secondary or resale sources,
    - II. Historical pricing data or OEM pricing if applicable,
    - III. Pricing justification from similar contracts, and\
    - IV. Itemized cost breakdowns including labor, replacement parts, and refurbishment expenses.
    - V. If the contractor has inventory or stock of refurbished parts, a complete price listing of all available items must be provided at the time of the bid submission. Any stock or refurbished parts needed for services that were not pre-identified during the bid process can be added to the listing of all available items at any time during the contract term and subject to the approval of the Town's Project Manager and in accordance with the guidelines listed in this section. **Prices for these items shall remain firm for the duration of the agreement.**
    - VI. The Town reserves the right to request additional cost justification to ensure it aligns with industry norms for refurbished, obsolete components. The contractor shall cooperate with all requests for pricing documentation and market validation.
  - ii. Notice of Availability: If a refurbished component becomes newly available from the OEM or is replaced by a current-production equivalent, the contractor shall notify the Town within ten (10) business days and offer the alternative at the current contract price.
- e. Warranty and Guarantee Requirements
- i. All after market, refurbished, or used items must include a warranty and be guaranteed for a period of one (1) year after installation.
  - ii. The warranty shall cover all defects in materials, workmanship, and performance under normal operating conditions.
  - iii. Non-functional or incompatible parts may be returned for full credit or replacement at the Town's discretion.

## 5.20 PERMITS & FEES

The contractor shall provide all necessary documentation to procure the required building permit(s). Runners' fees will not be reimbursed by the Town and are to be paid by the selected contractor. The contractor shall include the permit receipt with the reimbursement request. The cost will be a pass-through to be reimbursed to the contractor for the actual permit cost only.

## 5.21 WARRANTY

The contractor shall warrant new equipment against defects in material and workmanship for a minimum of one (1) year from installation or manufacturer's standard warranty period, whichever is longer. Labor to replace defective parts is included. Warranty claims made for equipment purchased and installed by the contractor during the term of the agreement.

## 5.22 INITIAL CONTRACT PERIOD & CONTRACT RENEWAL

This contract shall be for a period of three (3) years from the execution of the agreement, with the option to renew for two (2) additional two-year periods. This shall be done administratively in accordance with current Town procurement

ordinances, policies, and procedures and providing the successful bidder(s) will agree to maintain the same terms and conditions of the current contract. All prices and terms shall remain fixed for the initial period of the contract.

**5.23 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. BID FORM**

- A. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- B. Alternate bids will not be considered unless authorized in the ITB document.
- C. The estimated budget is \$65,000.

**FIRE ALARM MONITORING SERVICES (MONTHLY MONITORING)**

Line Item	Location	Quantity	Unit of Measure	Cost Per Month	Yearly Total
1	Location #1: Bamford Sports Complex: Building #1 Fitness & Aquatic Center - 3801 SW 92nd Avenue	12	MO		
2	Location #2: Bamford Sports Complex: Building #2 Multi-Purpose Community Center - 3801 SW 92nd Avenue	12	MO		
3	Location #3: Eastside Community Center: Building #1 Eastside Community Center - 4300 SW 55th Avenue	12	MO		
4	Location #4: Fire/Public Works Administration: Building #1 Fire & Public Works Admin. - 6901 SW 45th Street	12	MO		
5	Location #5: Fleet Maintenance Garage: Building #2 Public Works Compound - 6911 SW 45th Street	12	MO		
6	Location #6: Fire Station 38: Building #1 Fire Station #38 - 6901 Orange Drive	12	MO		
7	Location #8: Fire Station 86: Building #3 Fire Station #86 & Community Center - 14651 SW 14th Street	12	MO		
8	Location #9: Fire Station 91: Building #4 Fire Station #91 & Community Center - 6101 SW 148th Avenue	12	MO		
9	Location #10: Fire Station 104: Building #5 Fire Station #104 - 4491 Oakes Road	12	MO		

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

Line Item	Location	Quantity	Unit of Measure	Cost Per Month	Yearly Total
10	Location #12: Old Davie School: Building #1 Old Davie School - 6650 Griffin Road	12	MO		
11	Location #13: Old Davie School: Building #2 Admin. & Auditorium - 6650 Griffin Road	12	MO		
12	Location #16: Potter Park: Building #1 PAL Multi-Purpose Center - 4300 SW 57th Terrace	12	MO		
13	Location #17: Robbins Park: Building #1 Robbins Lodge/Community Center - 4005 Hiatus Road	12	MO		
14	Location #19: Sunny Lakes Park: Building #1 Community Center - 5400 Griffin Road	12	MO		
15	Location #21: Temporary Town Hall: Building #2, Building A - 8800 SW 36th Street	12	MO		
16	Location #22: Temporary Town Hall: Building #3, Building B - 8800 SW 36th Street	12	MO		
17	Location #23: Temporary Town Hall: Building #4, Building C - 8800 SW 36th Street	12	MO		
18	Location #24: Temporary Town Hall: Building #5, Building D - 8800 SW 36th Street	12	MO		
19	Location #25: Temporary Town Hall: Building #6, Building HR - 8800 SW 36th Street	12	MO		
20	Location #26: Utilities Administration: Building #1 Water Plant & Water Reclamation Facility - 7351 SW 30th Street	12	MO		
<b>TOTAL</b>					

**BURGLAR ALARM MONITORING SERVICES (MONTHLY MONITORING)**

Line Item	Description	Quantity	Unit of Measure	Cost Per Month	Yearly Total
21	Location #1: Bamford Sports Complex: Building #1 Fitness & Aquatic Center - 3801 SW 92nd Avenue	12	MO		
22	Location #2: Bamford Sports Complex: Building #2 Multi-Purpose Community Center - 3801 SW 92nd Avenue	12	MO		
23	Location #3: Eastside Community Center: Building #1 Eastside Community Center - 4300 SW 55th Avenue	12	MO		
24	Location #11: Housing & Community Services: Building #1 4700 Building - 4700 SW 64th Avenue	12	MO		
25	Location #12: Old Davie School: Building #1 Old Davie School - 6650 Griffin Road	12	MO		
26	Location # 13: Old Davie School: Building #2 Admin. & Auditorium - 6650 Griffin Road	12	MO		
27	Location #14: Old Davie School: Building #3 Viele House - 6650 Griffin Road	12	MO		
28	Location #15: Old Davie School: Building #4 Walsh House - 6650 Griffin Road	12	MO		
29	Location #16: Potter Park: Building #1 PAL Multi-Purpose Center - 4300 SW 57th Terrace	12	MO		
30	Location #17: Robbins Park: Building #1 Robbins Lodge/Community Center - 4005 Hiatus Road	12	MO		

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

Line Item	Description	Quantity	Unit of Measure	Cost Per Month	Yearly Total
31	Location #18: Shenandoah Park: Building #1 Concession Building - 14601 SW 14th Street	12	MO		
32	Location #20: Temporary Town Hall: Building #1 POD #3 - 3801 South Pine Island Road	12	MO		
33	Location #21: Temporary Town Hall: Building #2, Building A - 8800 SW 36th Street	12	MO		
34	Location #22: Temporary Town Hall: Building #3, Building B - 8800 SW 36th Street	12	MO		
35	Location #23: Temporary Town Hall: Building #4, Building C - 8800 SW 36th Street	12	MO		
36	Location #24: Temporary Town Hall: Building #5, Building D - 8800 SW 36th Street	12	MO		
37	Location #25: Temporary Town Hall: Building #6, Building HR - 8800 SW 36th Street	12	MO		
<b>TOTAL</b>					

**TEST & CERTIFICATION INSPECTIONS FOR FIRE SYSTEMS (ANNUALLY)**

1. Inspection/Inventory reports are made available in Exhibit B.

Line Item	Description	Quantity	Unit of Measure	Cost Per Year	Total
38	Location #1: Bamford Sports Complex: Building #1 Fitness & Aquatic Center - 3801 SW 92nd Avenue	1	YR		
39	Location #2: Bamford Sports Complex: Building #2 Multi-Purpose Community Center - 3801 SW 92nd Avenue	1	YR		

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

Line Item	Description	Quantity	Unit of Measure	Cost Per Year	Total
40	Location #3: Eastside Community Center: Building #1 Eastside Community Center - 4300 SW 55th Avenue	1	YR		
41	Location #4: Fire & Public Works Administration: Building #1 Fire & Public Works Admin. - 6901 SW 45th Street	1	YR		
42	Location #5: Fleet Maintenance Garage: Building #1 Public Works Compound - 6911 SW 45th Street	1	YR		
43	Location #6: Fire Station 38: Building #1 Fire Station #38 - 6901 Orange Drive	1	YR		
44	Location #8: Fire Station 86: Building #3 Fire Station #86 & Community Center - 14651 SW 14th Street	1	YR		
45	Location #9: Fire Station 91: Building #4 Fire Station #91 & Community Center - 6101 SW 148th Avenue	1	YR		
46	Location #10: Fire Station 104: Building #5 Fire Station #104 - 4491 Oakes Road	1	YR		
47	Location #12: Old Davie School: Building #1 Old Davie School - 6650 Griffin Road	1	YR		
48	Location #13: Old Davie School: Building #2 Admin. & Auditorium - 6650 Griffin Road	1	YR		
49	Location #17: Robbins Park: Building #1 Robbins Lodge/Community Center - 4005 Hiatus Road	1	YR		
50	Location #16: Potter Park: Building #1 PAL Multi-Purpose Center - 4300 SW 57th Terrace	1	YR		

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

Line Item	Description	Quantity	Unit of Measure	Cost Per Year	Total
51	Location #19: Sunny Lakes Park: Building #1 Community Center - 5400 Griffin Road	1	YR		
52	Location #21: Temporary Town Hall: Building #2, Building A - 8800 SW 36th Street	1	YR		
53	Location #22: Temporary Town Hall: Building #3, Building B - 8800 SW 36th Street	1	YR		
54	Location #23: Temporary Town Hall: Building #4, Building C - 8800 SW 36th Street	1	YR		
55	Location #24: Temporary Town Hall: Building #5, Building D - 8800 SW 36th Street	1	YR		
56	Location #25: Temporary Town Hall: Building #6, Building HR - 8800 SW 36th Street	1	YR		
57	Location #26: Utilities Administration: Building #1 Water Plant & Water Reclamation Facility - 7351 SW 30th Street	1	YR		
<b>TOTAL</b>					

**FIRE SPRINKLER TEST & CERTIFICATION (ANNUALLY)**

1. Past annual inspection reports are made available in Exhibit B.

Line Item	Description	Quantity	Unit of Measure	Cost Per Year	Total
58	Location #5: Fleet Maintenance Garage: Building #2 Public Works Compound- 6911 SW 45th Street	1	YR		
59	Location #7: Fire Station 65: Building #2 Fire Station #65 - 1200 S Nob Hill Road	1	YR		

Invitation To Bid #ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

Line Item	Description	Quantity	Unit of Measure	Cost Per Year	Total
60	Location #8: Fire Station 86: Building #3 Fire Station #86 & Community Center – 14651 SW 14th Street	1	YR		
61	Location #10: Fire Station 104: Building #5 Fire Station #104 – 4491 Oakes Road	1	YR		
62	Location #16: Potter Park: Building #1 PAL Multi-Purpose Center - 4300 SW 57th Terrace	1	YR		
63	Location #26: Utilities Administration: Building #1 Water Plant & Water Reclamation Facility - 7351 SW 30th Street	1	YR		
<b>TOTAL</b>					

**HOURLY RATE: ADDITIONAL MAINTENANCE & REPAIR SERVICES FOR FIRE & BURGLAR ALARM SYSTEMS**

1. i.e. change outs, repairs, installation of new radios, bench repairs, etc. 2. Use of Sub-Contractors for specialized work i.e. engineering design services shall follow the same percentage mark-up as the parts & materials mark up.

Line Item	Description	Unit of Measure	Unit Cost
64	Regular Non-Overtime Rate	Per Hour	
65	Overtime Rate	Per Hour	

**FIRE & BURGLAR ALARM MATERIALS**

1. Selected contractor(s) will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent (10%). 2. i.e. change outs, repairs, installation of new equipment, etc. 3. Miscellaneous materials are not subject to the contract percentage mark up.

Line Item	Description	Unit of Measure	Percentage
66	Fire & Burglar Alarm Systems Material Markup (Not To Exceed 10%)	Percentage	

**HOURLY RATE: ADDITIONAL MAINTENANCE & REPAIR SERVICES FOR FIRE SPRINKLERS**

1. i.e. change outs, repairs, installation of new equipment, etc. 2. Use of Sub-Contractors for specialized work i.e. engineering design services shall follow the same percentage mark-up as the parts & materials mark up.

Line Item	Description	Unit of Measure	Unit Cost
67	Regular Non-Overtime Rate	Per Hour	
68	Overtime Rate	Per Hour	

**FIRE SPRINKLER MATERIALS**

1. Selected contractor(s) will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent (10%). 2. Miscellaneous materials are not subject to the contract percentage mark up.

Line Item	Description	Unit of Measure	Percentage
69	Fire Sprinkler Material Markup (Not To Exceed 10%)	Percentage	

**DUAL PATH CONNECTIVITY**

Line Item	Description	Unit of Measure	Unit Cost
70	Upgrade to dual path connectivity as needed per location	EA	

**INVENTORY & OBSOLETE EQUIPMENT LIST**

1. The selected contractor(s) is responsible for compiling an inventory list, which includes all equipment. i.e. strobe lights, horns, annunciators, batteries and all other materials per location. 2. The selected contractor(s) will also need to specify what systems/materials/equipment is obsolete. 3. Communicator retrofit, panel replacements) – (if/where required) 3. Refer to the Inventory & Obsolete Equipment List section of the bid for full requirements.

Line Item	Description	Unit of Measure	Unit Cost
71	Inventory & Obsolete Equipment List	LS	

## 7. VENDOR SUBMISSION

### 7.1 VENDOR INFORMATION

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

\*Response required

### 7.2 LICENSES AND/OR CERTIFICATIONS

Licenses and/or Certifications (if applicable)\*

Please attach and least **one** the following licenses/certifications:

- Florida Certified Alarm System Contractor I (Class EF)
- Fire Alarm Systems Agent (FASA) and Burglar Alarm Systems Agent (BASA)
- Florida Certified Alarm Contractor Class EC
- NICET III or higher technician

\*Response required

### 7.3 QUALIFICATIONS

Training\*

Does your firm have training and/or certification to service, manage, and monitor various panels (i.e. may include but not limited to Honeywell, Notifier, Simplex).

Yes

No

\*Response required

When equals "Yes"

Panels\*

Please list various panel types that your firm services, manages, and monitors (i.e. may include but not limited to Honeywell, Notifier, Simplex).

\*Response required

Years of Experience\*

Does your firm have a minimum of five (5) years of continuous experience performing fire and security alarm ITM?

Yes

No

\*Response required

Central Station Monitoring\*

Does your firm have a UL-listed central-station monitoring or written agreement with a UL-listed subcontractor?

Yes

No

\*Response required

When equals "Yes"

Monitoring Station Continued\*

Please upload a document with the name of your firm's UL-listed central-station monitoring **OR** the written agreement with a UL-listed subcontractor.

\*Response required

LTE/IP Conversions\*

Does your firm have demonstrated ability to furnish LTE/IP conversions for at least 200 alarm points in the past three years?

- Yes
- No

\*Response required

**7.4 MISCELLANEOUS MATERIALS**

Miscellaneous Materials (identified as Miscellaneous Materials, stock, or truck stock)\*

Will your firm be using miscellaneous materials (identified as miscellaneous materials, stock, or truck stock) to perform the services required in this solicitation?

- Yes
- No

\*Response required

When equals "Yes"

Price List of Miscellaneous Materials \*

Please upload a complete price listing of all available items miscellaneous materials (identified as miscellaneous materials, stock, or truck stock).

\*Response required

**7.5 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**

**7.6 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

### 7.7 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

**7.8 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

## 7.9 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 your  $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$ . 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

**7.10 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

**7.11 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

**7.12 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

**7.13 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 of 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

#### **7.14 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

#### **7.15 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

#### 7.16 PROOF OF INSURANCE

Please upload proof of insurance\*

Please attach proof of insurance (insurance certificate)

\*Response required

#### 7.17 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

#### 7.18 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

#### 7.19 EXCEPTIONS

EXCEPTIONS

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

#### 7.20 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

**7.21 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*

- [www.davie-fl.gov](http://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

## **Link to Attachments:**

<https://procurement.opengov.com/portal/davie-fl/projects/211742/downloads>



ADDENDUM NO. 2  
ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

RESPONSE DEADLINE: February 5, 2026, at 2:00 pm

CLARIFICATION:

- Responses to additional RFIs will be provided in subsequent addenda.

QUESTIONS AND ANSWERS:

1. **Question:** Please confirm that each of the fire alarm systems are to be monitored using a dual path system (cellular and IP pathways) and that a network port is to be made available by Town of Davie at each fire alarm panel. Also, please confirm that the dual path requirement only pertains to the fire alarm systems and not the burglar alarm systems.

*Jan 20, 2026 8:36 AM*

**Answer:** The fire alarm system shall be monitored using cellular communications. A dual path system will be required at those locations where IP pathways are available. The network port will be made available by the Town. The dual path requirement only pertains to the fire alarm systems.

2. **Question:** Is location #16 meant to be included on the Fire alarm test and certification list?

*Jan 20, 2026 11:13 AM*

**Answer:** Yes, location #16: Potter Park: Building #1 PAL Multi-Purpose Center – 4300 SW 57<sup>th</sup> Terrace is to be included on the Test & Certification Inspections for Fire Systems (Annually). Please refer to the updated Bid Form.

3. **Question:** Section 5.17 references an inventory and obsolete equipment list. If awarded, when is this inventory expected to be submitted? Would the City accept this deliverable after completion of the first annual inspection cycle?

*Jan 20, 2026 11:13 AM*

**Answer:** The Town will give the contractor one hundred twenty (120) days from the date of Award to provide the Inventory & Obsolete Equipment List.

4. **Question:** Section 5.5 references fire sprinkler systems at Fire Stations 86 and 104. Are these locations included within the scope and pricing of this ITB?

*Jan 20, 2026 11:13 AM*

Answer: Yes, the fire sprinkler systems at both locations are to be included within the Scope of Work and Bid Form. Please refer to the updated locations in Section 5.5 and the updated Bid Form.

5.5. LOCATIONS - FIRE SPRINKLER ALARM SYSTEMS

#	Facility	Street Address
1	Fleet Maintenance Garage: Building #2 Public Works Compound	6911 Orange Drive, Davie, 33314
2	Fire Station 65: Building #2 Fire Station #65	1200 S Nob Hill Road, Davie, 33324
3	Fire Station 86: Building #3 Fire Station #86 & Community Center	14651 SW 14th Street, Davie, 33325
4	Fire Station 104: Building #5 Fire Station #104	4491 Oakes Road, Davie, 33314
5	Potter Park: Building #1 PAL Multi-Purpose Center	4300 SW 57th Terrace, Davie, 33314
6	Utilities Administration: Building #1 Water Plant & Water Reclamation Facility	7351 SW 30th Street, Davie, 33314

5. **Question:** Will all fire alarm and security panels be unlocked and programmable?

*Jan 20, 2026 11:14 AM*

Answer: Yes, all fire and burglar panels will be unlocked and made programmable to the newly awarded contractor through coordination with the existing contractor.

6. **Question:** The Fleet and Maintenance Garage fire alarm reports indicate monitoring is currently transmitted via phone lines. Does the City intend for these locations to be converted to wireless/cellular monitoring under this contract? If so, does this apply to any other locations currently on phone lines?

*Jan 20, 2026 11:15 AM*

Answer: Any locations currently using legacy POTS (Plain Old Telephone Service) services will need to be converted to cellular connectivity as a primary communication method for monitoring and/or alerting.

7. **Question:** If communicator replacement is required, will permitting fees associated with these changes be reimbursable by the City?

*Jan 20, 2026 11:16 AM*

Answer: Yes, please refer to Section 5.20 Permits & Fees.

8. **Question:** How are repair costs to be handled regarding proprietary Siemens, Honeywell FCI, and Notifier fire alarm systems if a certified dealer for these systems has to be brought in for servicing them?

*Jan 20, 2026 11:16 AM*

**Answer:** The awarded contractor must be an authorized dealer to service, manage, and monitor various panels.

9. **Question:** Are fire alarm and fire sprinkler inspections expected to be performed during normal business hours for all locations, or should after-hours inspections be anticipated for certain facilities?

*Jan 20, 2026 11:17 AM*

**Answer:** Yes, all fire alarm and fire sprinkler inspections are to be completed during normal Town business hours, Monday through Thursday from 7:30 a.m. to 5:00 p.m., excluding holidays and Friday-Sunday, unless prior approval is given by the Town for all locations. Municipal offices are closed Friday-Sunday.

10. **Question:** For locations currently utilizing AES radio communicators, does the City intend for the awarded contractor to take over monitoring utilizing the existing AES radios, or should proposers assume replacement of those communicators with dual-path (cellular/LTE + IP) devices as part of the contract scope?

*Jan 20, 2026 11:19 AM*

**Answer:** Bidders should assume that all AES radios will be upgraded to current technology at all existing locations. Dual-path connectivity will be considered at locations where this is possible at the discretion of the Town.

11. **Question:** Are we able to bid on new burglar alarm systems for these locations, especially the Viele and Walsh houses? Or is this simply a monitoring & service takeover using the existing systems?

*Jan 21, 2026 10:36 AM*

**Answer:** The Town will replace and/or upgrade all fire and burglar panels and accompanying equipment on an as-needed basis. The awarded contractor shall be responsible for all labor, materials, tools, supplies, equipment, coordination and miscellaneous items necessary to conduct remote station monitoring, repairs, testing, inspections, renovations, alternations, installations, and replacements of fire and burglar alarm systems and fire protection services, along with all components, to provide continuous, fully operational alarm systems to all locations.

**12. Question:** Are all inspections to be quoted only on an annual basis? NFPA standard stipulates that certain devices for the fire alarm should be tested and inspected semiannually and sprinklers should be inspected quarterly. Should semiannual and quarterly be included in the bid?

*Jan 21 2026 10:58 AM*

**Answer:** Yes, the inspections for both fire alarm and fire sprinkler systems will be conducted only once a year. No, semiannual and quarterly inspections are not included in the bid.

**13. Question:** I've looked through the attached material several times and can't find any details on Building 1 at the water treatment facility. Do you have any copies of the annual fire alarm inspection report for this system?

*Jan 21 2026 at 3:44 PM*

**Answer:** Yes; it is attached to this addendum and also in the "Downloads" section.



P.O. Box 668370  
Pompano Beach, FL 33066  
Office: (954) 772-1700  
centuryfp.com

## Annual Fire Alarm System Report

NFPA 72 National Fire Alarm and Signaling Code

### Inspected Site

Town Of Davie Water Treatment Plant  
7351 SW 30th Street  
Davie, FL 33314

Date: 2024-04-05T11:45:09-0400

Inspection Reference #: 34021694

Conducted by: Dion Balcorran

### Prepared For

Town of Davie Water Treatment  
7351 SOUTHWEST 30TH STREET  
DAVIE, FL 33314



**Inspection Site**  
Town Of Davie Water Treatment Plant  
7351 SW 30th Street  
Davie, FL 33314

**Customer**  
Town of Davie Water Treatment  
7351 SOUTHWEST 30TH STREET  
DAVIE, FL 33314

Conducted By: Dion Balcarran  
Inspection reference: 34021694

### Site Inspection and Testing Summary

<b>Fire Alarm Panel Summary</b>			
Device Description	Total Devices	Number Tested	Number Not Tested
Alarm Panels	1	1	0

<b>Panel Device Summary</b>				
Device Description	Total Devices	Number Not Tested	Number Passed	Number Failed
Batteries	19	0	19	0
Power Supply	8	0	8	0
External Dialer	1	0	0	1
Annunciator	1	0	1	0
Monitoring Equipment	1	0	1	0
Manual Pull Stations	39	0	38	1
Photoelectric Detectors	68	0	68	0
Horn Strobe	1	0	0	1
Strobe	1	0	1	0

**Report of Inspection / Test**  
**Fire Alarm System Report**  
**Date:** 2024-04-05



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 Office: (954) 772-1700  
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Alarm Panel : Main Entrance Lobby					
Protected Area	Model	Manufacturer	Type	Serial #	Panel Normal
Building	Fire Finder XLS	Siemens	F/A - Building Fire Alarm		Yes
Is breaker locked?	No. of Input Circuits	Breaker Location	No. of Notification Application Circuits	Battery Size	Battery Date
Yes	6	1st floor utility panel AB.LP-1-A Breaker #34	19	12V 34 AH	2022-05-10
Transient Suppressor present and installed properly?	No. of Batteries	Battery Load Voltage Test	Battery 1 Discharge Test	Battery 2 Discharge Test	Battery Charger Test
Pass	2	Pass	Pass	Pass	Pass
Battery Visual Inspection	Systems Monitored Offsite				
Pass					

Control Unit and Related Equipment : Main Entrance Lobby									
Visual / Functional	Control Unit	Lamps/ LEDs/ LCDs	Fuses	Trouble Signals	Disconnect Switches	Ground-Fault Monitoring	Supervision	Local Annunciator	Remote Annunciator
Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Comments: Facp is located in main lobby Siemens/ Firefinder System was normal upon arrival and departure Batteries are good and effective 5/22 35AH/12V Annunciator is located by main entrance									

Monitoring Information : Main Entrance Lobby						
Company Name	Company Phone	Account Number	Primary Comm Type	Backup Comm Type	Signal Received at Central Station (in seconds)	
Central Station	18005679567	AE16-7928	Radio	Radio	10	
Notes: All signals were received and verified by central station						
Notifications: John						
To Be Notified	Testing Time	Phone(Primary/Back-up)	Contact/Operator			
John	Start: 11:30 am	NA	Lead Inspector Dion			
	End: 3:30 pm		Lead Inspector Dion			
Primary Phone Line Active/Okay?	N/A	Back-up Phone Line Active/Okay?	N/A			
Signals Received						
Alarm Signal	Pass	Alarm Restoration	Pass			
Trouble Signal	Pass	Trouble Restoration	Pass			
Supervisory Signal	Pass	Supervisory Restoration	Pass			

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Power Supplies, Dialers, and Other Equipment : Main Entrance Lobby								
#	Location	Manufacturer	Model	Device Type	Battery Size	Batteries	Battery Date	Battery Visual Inspection
				Battery Load Voltage Test	Battery 1 Discharge Test	Battery 2 Discharge Test	Charger Test	
1	Main entrance of administration	Siemens	PMI	Annunciator	N/A			
2	Building 1 Electrical room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
3	Building 3 Electrical room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
4	Building 6 pump room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
5	Building 7 Electrical room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
6	Building 11 North East electrical room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
7	Next to FACP	Skynet	AES 7788F	External Dialer	12V 7.2 AH	1	2016-01-11	Pass
				Pass	Pass	Pass	Pass	
8	Reverse Osmosis Electrical Room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
9	North Electrical Room	Siemens	Fire Finder	Power Supply	12V 34 AH	2	2022-05-10	Pass
				Pass	Pass	Pass	Pass	
10	Main lobby rear side of Annunciator	Siemens	Cab2-XBD	Power Supply	12V 34 AH	2	2022-05-05	Pass
				Pass	Pass	Pass	Pass	

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Notification Appliances : Main Entrance Lobby						
#	Location	Model	Device Type	Manufacturer	Test Result	Comments
1	Entire building (82)	HRS	Horn Strobe	System Sensor	Fail	(5) Missing horn strobe located Lower heads works stairwell ( explosion proof ) needs to be replaced (1) Nonfunctional horn strobe located in the water treatment room SW exit above pull station ( no audio/ still flashing) (2) Nonfunctional horn strobe located by exit door of courtyard next to generator room ( no audio/ not flashing)
2	Entire building (16)	STR	Strobe	System Sensor	Pass	

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Detectors : B1 1st Floor Electrical Room 102									
#	Location	Address	Manufacturer	Model No.	Detector Type	Cleaned	Trouble Signal	Overall Result	Comments
1	B1 1st Floor Electrical Room 102	1/11/03	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
2	B1 1st Floor Electrical Room 102	1/11/16	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
3	B11 1st Floor Electrical Room 1101	5-111-06	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
4	B11 1st Floor Electrical Room 1101	5-111-02	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
5	B2 1st Floor Closet In Corridor	2/21/11	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
6	B2 1st Floor Control Room	2/21/38	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
7	B2 1st Floor Control Room	2/21/37	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
8	B2 1st Floor East Corridor	2/21/20	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
9	B2 1st Floor East Corridor	2/21/21	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
10	B2 1st Floor Elevator Lobby	2/21/03	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
11	B2 1st Floor Janitors Closet	2/21/53	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
12	B2 1st Floor Lunch Room	2/21/08	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
13	B2 1st Floor Main Center Corridor	2/21/32	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
14	B2 1st Floor Main Center Corridor	2/21/30	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
15	B2 1st Floor Main Center Corridor	2/21/13	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
16	B2 1st Floor Main Corridor	2/21/31	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
17	B2 1st Floor Main Entry Vestibule	2/21/02	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
18	B2 1st Floor Mechanical Room 220	2/21/05	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
19	B2 1st Floor Mechanical Room 220	2/21/04	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
20	B2 1st Floor Mechanical Room 220	2/21/06	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
21	B2 1st Floor Men's RestRoom	2/21/34	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	

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Detectors : B1 1st Floor Electrical Room 102									
#	Location	Address	Manufacturer	Model No.	Detector Type	Cleaned	Trouble Signal	Overall Result	Comments
22	B2 1st Floor North Corridor	2/21/07	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
23	B2 1st Floor Operators Office	2/21/41	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
24	B2 1st Floor Record Storage Room 217	2/21/10	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
25	B2 1st Floor South Corridor By Control Room	2/21/36	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
26	B2 1st Floor Utility Room 215	2/21/33	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
27	B2 1st Floor Waste Lab	2/21/39	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
28	B2 1st Floor Water Laboratory	2/21/40	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
29	B2 1st Floor West Corridor	2/21/42	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
30	B2 1st Floor West Corridor	2/21/43	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
31	B2 1st Floor Women's RestRoom	2/21/35	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
32	B2 2nd Floor Above Lobby Stairs	2-21-100	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
33	B2 2nd Floor Conference Room 257	2-21-120	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
34	B2 2nd Floor Conference Room 257	2-21-119	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
35	B2 2nd Floor East Corridor	2-21-132	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
36	B2 2nd Floor Elevator Lobby	2-21-108	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
37	B2 2nd Floor Janitors Closet	2-21-129	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
38	B2 2nd Floor Lobby	2-21-109	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
39	B2 2nd Floor Lunch Room 258	2-21-122	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
40	B2 2nd Floor Men's RestRoom	2-21-128	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
41	B2 2nd Floor Multi Purpose Room 263	2-21-103	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
42	B2 2nd Floor Multi Purpose Room 263	2-21-101	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	

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Detectors : B1 1st Floor Electrical Room 102									
#	Location	Address	Manufacturer	Model No.	Detector Type	Cleaned	Trouble Signal	Overall Result	Comments
43	B2 2nd Floor Multi Purpose Room 263	2-21-102	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
44	B2 2nd Floor Multi Purpose Room 263	2-21-104	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
45	B2 2nd Floor North Corridor	2-21-107	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
46	B2 2nd Floor Office 224	2-21-116	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
47	B2 2nd Floor Office 225	2-21-117	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
48	B2 2nd Floor Office 226	2-21-118	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
49	B2 2nd Floor Office 253	2-21-115	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
50	B2 2nd Floor Office 259	2-21-122	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
51	B2 2nd Floor Office 262	2-21-105	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
52	B2 2nd Floor Recorders Storage Room 270	2-21-106	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
53	B2 2nd Floor South Corridor	2-21-125	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
54	B2 2nd Floor South Corridor	2-21-124	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
55	B2 2nd Floor Utility Room 269	2-21-130	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
56	B2 2nd Floor West Corridor	2-21-114	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
57	B2 2nd Floor Women's RestRoom	2-21-127	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
58	B2 2nd Floor Work Room 260 MS/D	2-21-131	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
59	B3 1st Floor LV Electrical Room	3/31/05	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
60	B3 1st Floor LV Electrical Room	3/31/09	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
61	B3 1st Floor LV Electrical Room	3/31/08	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
62	B3 1st Floor LV Electrical Room	3/31/07	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
63	B3 1st Floor MV Electrical Room	3/31/17	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
64	B3 1st Floor MV Electrical Room	3/31/02	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	

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 DAVIE, FL 33314

*Conducted By: Dion Balcarran*  
*Inspection reference: 34021694*

<b>Detectors : B1 1st Floor Electrical Room 102</b>									
#	Location	Address	Manufacturer	Model No.	Detector Type	Cleaned	Trouble Signal	Overall Result	Comments
65	B6 1st Floor Electrical Room 602	6-61-17	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
66	B6 1st Floor Electrical Room 602	6-61-03	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
67	B7 2nd Floor Electrical Room 714	7-71-56	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	
68	B7 2nd Floor Electrical Room 714	7-71-57	Siemens	HFP11	Photoelectric	Yes	Pass	Pass	

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<b>Manual Pull Stations : Main Entrance Lobby</b>						
#	Location	Address	Manufacturer	Model No.	Overall Result	Comments
1	B1 1st floor Reverse osmosis south east exit	1-11-08	Siemens	HMS-S	Pass	
2	B1 1st floor electrical room 102 exit	1-11-01	Siemens	HMS-S	Pass	
3	B1 1st floor electrical room 102 exit	1-11-04	Siemens	HMS-S	Pass	
4	B1 1st floor reverse osmosis north exit	1-11-30	Siemens	HMS-S	Pass	
5	B1 1st floor reverse osmosis west exit	1-11-27	Siemens	HMS-S	Pass	
6	B11 1st floor Electrical Room 1101 South Exit	5-111-01	Siemens	HMS-S	Pass	
7	B11 1st floor Electrical Room North Exit	5-111-05	Siemens	HMS-S	Pass	
8	B2 1st floor Chemical Room 225 Exit	2-21-47	Siemens	HMS-S	Pass	
9	B2 1st floor East Corridor	2-21-19	Siemens	HMS-S	Pass	
10	B2 1st floor Main Center Corridor North	2-21-12	Siemens	HMS-S	Pass	
11	B2 1st floor Main Center Corridor South	2-21-29	Siemens	HMS-S	Pass	
12	B2 1st floor Main Entry Vestibule	2-21-01	Siemens	HMS-S	Pass	
13	B2 1st floor Main Storage Room 224	2-21-18	Siemens	HMS-S	Pass	
14	B3 1st floor Center Corridor North	3-31-34	Siemens	HMS-S	Pass	
15	B3 1st floor Center Corridor South	3-31-31	Siemens	HMS-S	Pass	
16	B3 1st floor Generator Room	3-31-51	Siemens	HMS-S	Pass	
17	B3 1st floor Generator Room Exit	3-31-52	Siemens	HMS-S	Pass	
18	B3 1st floor LV Electrical Room	3-31-01	Siemens	HMS-S	Pass	
19	B3 1st floor LV Electrical Room	3-31-06	Siemens	HMS-S	Pass	
20	B3 1st floor MV Electrical Room	3-31-13	Siemens	HMS-S	Pass	
21	B3 1st floor MV Electrical Room Exit	3-31-18	Siemens	HMS-S	Pass	
22	B3 1st floor Support Room 304	3-31-44	Siemens	HMS-S	Pass	
23	B3 1st floor Support Room 304	3-31-45	Siemens	HMS-S	Pass	
24	B3 1st floor Support Room 304	3-31-50	Siemens	HMS-S	Pass	
25	B6 1st Floor Electrical Room 602	6-61-01	Siemens	HMS-S	Pass	

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Conducted By: *Dion Balcarran*  
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Manual Pull Stations : Main Entrance Lobby						
#	Location	Address	Manufacturer	Model No.	Overall Result	Comments
26	B6 1st floor Electrical Room 602	6-61-04	Siemens	HMS-S	Pass	
27	B6 1st floor Pump Room 601 North Exit	6-61-11	Siemens	HMS-S	Pass	
28	B6 1st floor Pump Room 601 West Exit	6-61-41	Siemens	HMS-S	Pass	
29	B7 1st floor LWR Water Works North	7-71-05	Siemens	HMS-S	Pass	
30	B7 1st floor LWR Water Works West	7-71-02	Siemens	HMS-S	Pass	
31	B7 1st floor Pump Room 704	7-71-10	Siemens	HMS-S	Pass	
32	B7 2nd Floor Upper Water Works	7-71-31	Siemens	HMS-S	Pass	
33	B7 2nd floor Dewatering Room 712	7-71-38	Siemens	HMS-S	Pass	
34	B7 2nd floor Dewatering Room 712	7-71-41	Siemens	HMS-S	Pass	
35	B7 2nd floor Dewatering Room 712	7-71-42	Siemens	HMS-S	Pass	
36	B7 2nd floor Electrical Room 714	7-71-43	Siemens	HMS-S	Pass	
37	B7 2nd floor Electrical Room 714	7-71-46	Siemens	HMS-S	Fail	(3) Nonfunctional pull station located by upper head works by exit door (71.046) ( failed to activate during testing)
38	B7 2nd floor Electrical Room 714	7-71-49	Siemens	HMS-S	Pass	
39	B7 2nd floor Upper Water Works	7-71-37	Siemens	HMS-S	Pass	

System Condition on Departure	
Did you enable system after completing your work?	Yes
If no, explain why.	
Was the panel normal/green when you left the site?	Yes
If no, explain why.	

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**Deficiencies for Town Of Davie Water Treatment Plant**

System Type/Name	Deficiency	Comments
Alarm Panel - Main Entrance Lobby	Panel Visual Inspection & Functional Test Comment	Facp is located in main lobby Siemens/ Firefinder System was normal upon arrival and departure Batteries are good and effective 5/22 35AH/12V Annunciator is located by main entrance
Notification Appliance - Entire building (82)	(5) Missing horn strobe located Lower heads works stairwell ( explosion proof ) needs to be replaced (1) Nonfunctional horn strobe located in the water treatment room SW exit above pull station ( no audio/ still flashing) (2) Nonfunctional horn strobe located by exit door of courtyard next to generator room ( no audio/ not flashing)	
Manual Pull Station - B7 2nd floor Electrical Room 714	(3) Nonfunctional pull station located by upper head works by exit door (71.046) ( failed to activate during testing)	



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**Annual Sprinkler Report**  
 Inspected and tested per NFPA 25

Inspected Site  
 Town Of Davie Water Treatment Plant  
 7351 SW 30th Street  
 Davie, FL 33314

Date/Time 04/05/2024 10:13

Inspection Reference # 34021711

Conducted by: Scott Harmon

License #

Backflow License # H03081

Prepared For  
 Town of Davie Water Treatment  
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 DAVIE, FL 33314

**Inspection and Testing Summary**

Device Description	Total Devices	Number Inspected/Tested	Number Passed	Number Failed
Waterflow Alarms	3	3	3	0
Tampers	7	7	7	0
Wet System	3	3	3	0
Sectional Valve	4	4	4	0
Backflow	2	2	2	0



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Conducted by: Scott Hammon  
 Inspection Reference: 34021711

1 of 3 Wet System - Annual | Mechanical Room

Control Valve & Flow Test on Wet System- Annual | Mechanical Room

System ID	Connection Flowed	Outlet Size	Static PSI	Static PSI After Test	Time to Restore	Residual PSI	Tag Color	Results comparable to prior year?
Wet sprinkler	Test & Drain	2	90	85		75	Green	N/A

Type	Butterfly	Seal #	.na	Size	6	Secured	PASS
Open	PASS	Accessible	PASS	Signs	PASS	Excs	PASS
Tamper	PASS	Alarm	PASS	Time for Alarm		Denisty	
Verification Seal Color	Green	Secured Type	Electric Tamper				

Water Based System Inspection

Gauges on wet pipe system in good condition and showing normal water supply pressure?	YES	Hydraulic nameplate, if provided, securely attached to the riser and legible?	YES	Alarm devices free from physical damage?	YES
Valve supervisory switches indicate movement?	YES				

Fire Department Connection

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

Fire Department Connection

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

Fire Department Connection

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

Pipe

Free from external corrosion?	YES	Free from external loads?	YES	Was an obstruction investigation conducted and the system flushed?	N/A
Free of mechanical damage and not leaking?	YES	Visible pipe hangers and seismic braces not damaged or loose?	YES		

Sprinklers



**Inspection Site**  
 Town Of Davie Water Treatment Plant  
 7351 SW 30th Street  
 Davie, FL 33314

**Customer**  
 Town of Davie Water Treatment  
 7351 SOUTHWEST 30TH STREET  
 DAVIE, FL 33314

Conducted by: Scott Hammon  
 Inspection Reference: 34021711

Sprinkler wrench with spare sprinklers?	YES	Free from corrosion?	YES	Free of foreign materials including paint?	YES
Are all sprinklers in service dated 1920 or later?	YES	Are standard sprinklers less than 50 years old? If (NO) test sample required now and every 10 years.	YES	Proper number and type of spare sprinklers?	YES
Free of obstruction to spray pattern?	YES	Free of physical damage?	YES	Fast response sprinklers in service for less than 20 years? If (NO) test sample required now and every 10 years.	YES
Dry Type sprinklers in service for less than 10 years? If (NO) test sample required now and every 10 years.	N/A				
<b>Gauges</b>					
Are gauges less than 5 years old?	YES	Gauge Qty	1	Year	2022
<b>Cold Weather Check</b>					
Are areas covered by wet systems adequately heated at time of inspection?	YES	Specific gravity of antifreeze correct? (Antifreeze systems only)	N/A		

**1 of 3 Sectional Valve**  
 Attached to Mechanical Room

Type	OS&Y	Verification Seal Color	Green	Seal #	.	Size	8
Secured	YES	Open	YES	Accessible	YES	Signs	YES
Excs	YES	Tamper	YES	Description	Shutoff valve #1		

**2 of 3 Sectional Valve**  
 Attached to Mechanical Room

Type	OS&Y	Verification Seal Color	Green	Seal #	.	Size	8
Secured	YES	Open	YES	Accessible	YES	Signs	YES
Excs	YES	Tamper	YES	Description	Shutoff valve		

**3 of 3 Sectional Valve**  
 Attached to Mechanical Room

Type	PIV	Verification Seal Color	Green	Seal #	.	Size	4
Secured	YES	Open	YES	Accessible	YES	Signs	YES
Excs	YES	Tamper	YES	Description	Post Indicator Valve		

**2 of 3 Wet System - Annual | Mechanical Room**

Control Valve & Flow Test on Wet System- Annual   Mechanical Room								
System ID	Connection Flowed	Outlet Size	Static PSI	Static PSI After Test	Time to Restore	Residual PSI	Tag Color	Results comparable to prior year?
Wet sprinkler	Test & Drain	2	90	85		75	Green	N/A



Inspection Site  
 Town Of Davie Water Treatment Plant  
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 Davie, FL 33314

Customer  
 Town of Davie Water Treatment  
 7351 SOUTHWEST 30TH STREET  
 DAVIE, FL 33314

Conducted by: Scott Harmon  
 Inspection Reference: 34021711

Type	Butterfly	Seal #	.	Size	6	Secured	PASS
Open	PASS	Accessible	PASS	Signs	PASS	Excs	PASS
Tamper	PASS	Alarm	PASS	Time for Alarm		Denisty	
Verification Seal Color	Green	Secured Type	Electric Tamper				

**Water Based System Inspection**

Gauges on wet pipe system in good condition and showing normal water supply pressure?	YES	Hydraulic nameplate, if provided, securely attached to the riser and legible?	YES	Alarm devices free from physical damage?	YES
Valve supervisory switches indicate movement?	YES				

**Fire Department Connection**

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

**Fire Department Connection**

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

**Fire Department Connection**

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

**Pipe**

Free from external corrosion?	YES	Free from external loads?	YES	Was an obstruction investigation conducted and the system flushed?	N/A
Free of mechanical damage and not leaking?	YES	Visible pipe hangers and seismic braces not damaged or loose?	YES		

**Sprinklers**

Sprinkler wrench with spare sprinklers?	YES	Free from corrosion?	YES	Free of foreign materials including paint?	YES
Are all sprinklers in service dated 1920 or later?	YES	Are standard sprinklers less than 50 years old? If (NO) test sample required now and every 10 years.	YES	Proper number and type of spare sprinklers?	YES



**Inspection Site**  
 Town Of Davie Water Treatment Plant  
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 Davie, FL 33314

**Customer**  
 Town of Davie Water Treatment  
 7351 SOUTHWEST 30TH STREET  
 DAVIE, FL 33314

Conducted by: Scott Hamon  
 Inspection Reference: 34021711

Free of obstruction to spray pattern?	YES	Free of physical damage?	YES	Fast response sprinklers in service for less than 20 years? If (NO) test sample required now and every 10 years.	YES
Dry Type sprinklers in service for less than 10 years? If (NO) test sample required now and every 10 years.	N/A				

**Gauges**

Are gauges less than 5 years old?	YES	Gauge Qty	1	Year	2022
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**Cold Weather Check**

Are areas covered by wet systems adequately heated at time of inspection?	YES	Specific gravity of antifreeze correct? (Antifreeze systems only)	N/A		
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**3 of 3 Wet System - Annual | Mechanical Room**

**Control Valve & Flow Test on Wet System- Annual | Mechanical Room**

System ID	Connection Flowed	Outlet Size	Static PSI	Static PSI After Test	Time to Restore	Residual PSI	Tag Color	Results comparable to prior year?
Wet sprinkler	Test & Drain	0.5	90	85		75	Green	N/A

Type	Butterfly	Seal #	.na	Size	4	Secured	PASS
Open	PASS	Accessible	PASS	Signs	PASS	Excs	PASS
Tamper	PASS	Alarm	PASS	Time for Alarm		Denisty	
Verification Seal Color	Green	Secured Type	Electric Tamper				

**Water Based System Inspection**

Gauges on wet pipe system in good condition and showing normal water supply pressure	YES	Hydraulic nameplate, if provided, securely attached to the riser and legible?	YES	Alarm devices free from physical damage?	YES
Valve supervisory switches indicate movement?	YES				

**Fire Department Connection**

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES

**Fire Department Connection**

Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES



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**Customer**  
 Town of Davie Water Treatment  
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 DAVIE, FL 33314

Conducted by: Scott Hamon  
 Inspection Reference: 34021711

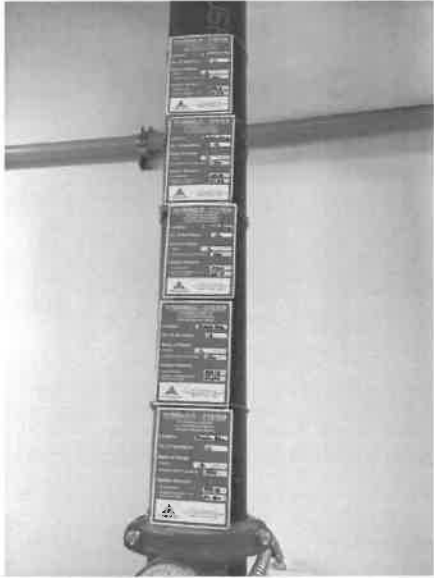
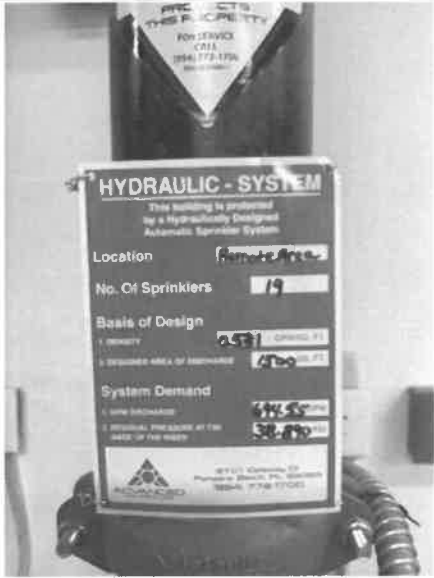
Fire Department Connection					
Visible and accessible?	YES	Plugs and caps in place?	YES	Identification Sign(s) in place?	YES
Automatic drain valve in place and operating properly?	YES	Valve clapper operational over its full range?	YES	Couplings and swivels not damaged and rotate smoothly?	YES
Gaskets in place and in good condition?	YES	Check Valve is not leaking?	YES	Interior free of obstruction if caps are not in place?	YES
Pipe					
Free from external corrosion?	YES	Free from external loads?	YES	Was an obstruction investigation conducted and the system flushed?	N/A
Free of mechanical damage and not leaking?	YES	Visible pipe hangers and seismic braces not damaged or loose?	YES		
Sprinklers					
Sprinkler wrench with spare sprinklers?	YES	Free from corrosion?	YES	Free of foreign materials including paint?	YES
Are all sprinklers in service dated 1920 or later?	YES	Are standard sprinklers less than 50 years old? If (NO) test sample required now and every 10 years.	YES	Proper number and type of spare sprinklers?	YES
Free of obstruction to spray pattern?	YES	Free of physical damage?	YES	Fast response sprinklers in service for less than 20 years? If (NO) test sample required now and every 10 years.	YES
Dry Type sprinklers in service for less than 10 years? If (NO) test sample required now and every 10 years.	YES				
Gauges					
Are gauges less than 5 years old?	YES	Gauge Qty	1	Year	2022
Cold Weather Check					
Are areas covered by wet systems adequately heated at time of inspection?	YES	Specific gravity of antifreeze correct? (Antifreeze systems only)	N/A		



Inspection Site  
 Town Of Davie Water Treatment Plant  
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 7351 SOUTHWEST 30TH STREET  
 DAVIE, FL 33314

Conducted by: Scott Harmon  
 Inspection Reference: 34021711

Control Valve Hydraulic Placard	
System ID	Photo
Wet sprinkler	
Wet sprinkler	



Inspection Site  
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Conducted by: Scott Harmon  
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Control Valve Hydraulic Placard	
System ID	Photo
Wet sprinkler	



**Inspection Site**  
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 DAVIE, FL 33314

Conducted by: Scott Harmon  
 Inspection Reference: 34021711

**Back Flow Prevention Assembly**

Location of Device	Mechanical Room	Type	Fire	Installation Date		Meter #	
Meter Reading	330.0	Device Type	Double Check (DC)	Manufacturer	Wilkins	Model	350DA
Size	8	Serial #	N38117	Verification Seal Color	Green	Seal #	
Orientation	Horizontal			Protection	Containment		
	Line pressure at time of test		90		Pressure drop across first check valve		

**Check Valve No.1**

PSI Check	2.3	Closed Tight	Yes	
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**Check Valve No.2**

PSI Check	2.4	Closed Tight	Yes	
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**Differential Pressure Relief Valve**

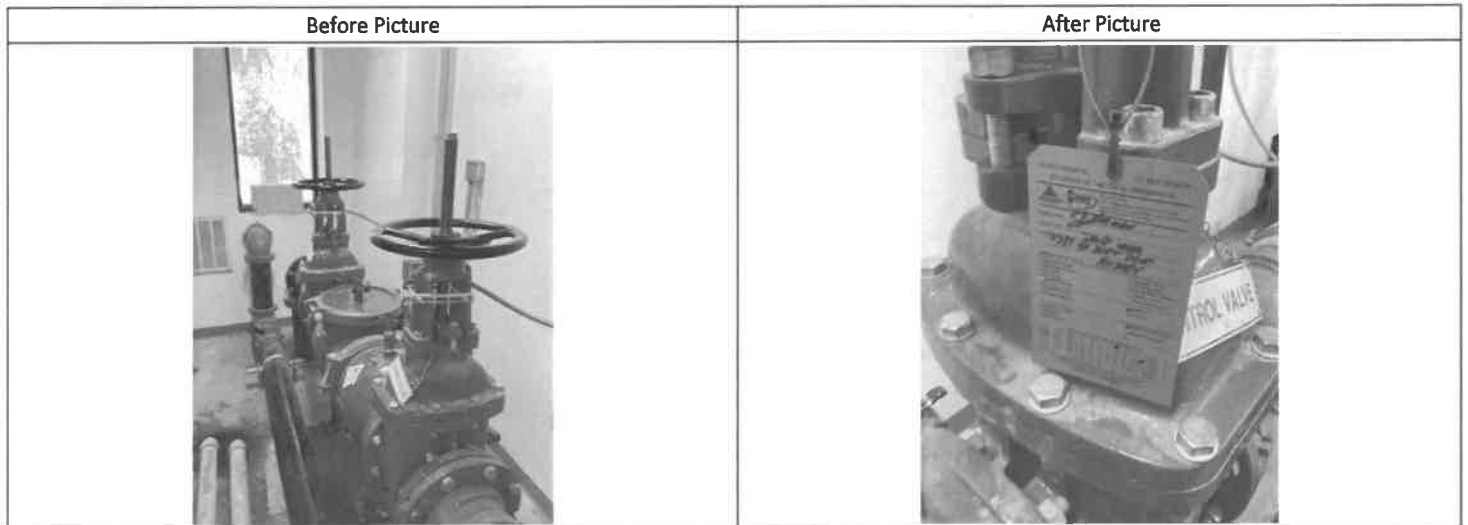
Opened at	Reduced pressure	Yes	
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**Notification**

Person Notified	Notified By	Turn Off Date/Time	Turn On Date/Time
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**Device Comments**

Test Kit Serial	842203	Remarks	Results	Passed
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**Inspection Site**  
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 DAVIE, FL 33314

Conducted by: Scott Harmon  
 Inspection Reference: 34021711

**Back Flow Prevention Assembly**

Location of Device	Fire Bypass	Type	Fire	Installation Date		Meter #	43420767
Meter Reading	330.0	Device Type	Double Check (DC)	Manufacturer	Wilkins	Model	950XL
Size	0.75	Serial #	3631844 XLD	Verification Seal Color	Green	Seal #	
Orientation	Horizontal			Protection	Containment		
Line pressure at time of test			90	Pressure drop across first check valve			

**Check Valve No.1**

PSI Check	2.4	Closed Tight	Yes	
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**Check Valve No.2**

PSI Check	1.7	Closed Tight	Yes	
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**Differential Pressure Relief Valve**

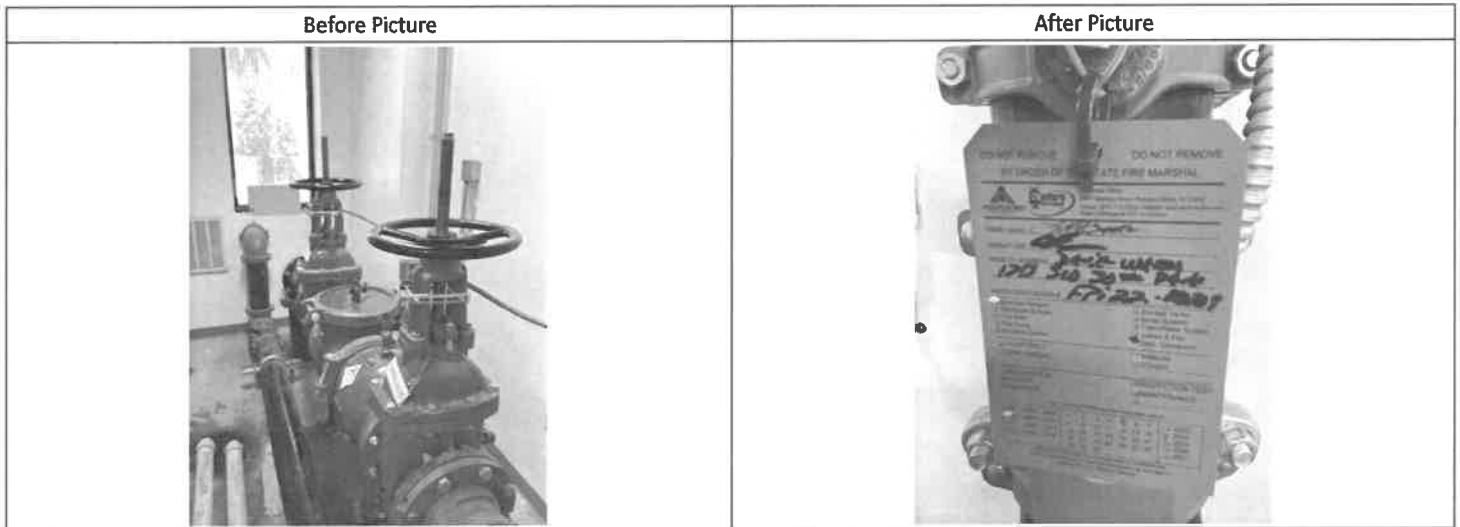
Opened at	Reduced pressure	Yes	
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**Notification**

Person Notified	Notified By	Turn Off Date/Time	Turn On Date/Time

**Device Comments**

Test Kit Serial	842203	Remarks	Results	Passed



**Report of Inspection / Test**  
**Water Based System Inspection**  
Date: 04/05/2024 10:13

**Inspection Site**  
Town Of Davie Water Treatment Plant  
7351 SW 30th Street  
Davie, FL 33314



**Customer**  
Town of Davie Water Treatment  
7351 SOUTHWEST 30TH STREET  
DAVIE, FL 33314

2701 Gateway Drive  
Pompano Beach, FL null  
Office: null  
centuryfp.com

Conducted by: Scott Hammon  
Inspection Reference: 34021711



Inspection Site  
Town Of Davie Water Treatment Plant  
7351 SW 30th Street  
Davie, FL 33314

Customer  
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7351 SOUTHWEST 30TH STREET  
DAVIE, FL 33314

Conducted by: Scott Hamon  
Inspection Reference: 34021711

NO ONE

Owner's Section

Has the occupancy classification and hazard of contents remained the same since last inspection?	N/A
Has the system remained in service without modification since the last inspection?	N/A
Has an internal inspection been performed within the past 5 years?	N/A
Are all the protection systems in service?	Yes
Was the system free of actuation of devices and alarms since the last inspection?	N/A

CS Hamon

Statement

I state the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operation condition upon completion of this inspection except as noted.



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

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### ADDENDUM NO. 3

## ITB# RS-26-06 Fire & Burglar Alarm Monitoring Services & Repairs

RESPONSE DEADLINE: February 5, 2026 at 2:00 pm

- 1. Question:** Section 5.10.B references alarm signal transmission via a worldwide web network, while Section 5.10.D requires dual-path communicators (cellular/LTE + IP). Is the City requesting replacement of existing AES mesh network communicators with cellular/LTE + IP communicators as part of this contract?

*Jan 20, 2026 11:16 AM*

**Answer:** The Town is not requesting replacement of any existing AES radio technology installed at Town facilities that currently supports both cellular technology and IP communications over the World Wide Web. Dual-path connectivity will be considered at locations where this is possible at the discretion of the Town. If the Town chooses to upgrade certain locations to have Dual-Path connectivity, the AES cellular devices shall conform to current technology at the time of installation.

