

PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM #1

August 9, 2001

FIRE SYSTEM MAINTENANCE

TO: All Prospective Bidders

PLEASE NOTE THE FOLLOWING CHANGES TO THE CONTRACT DOCUMENTS:

1. The lift is the responsibility of the vendor.
2. There are no requirements on the vendor for fire watch.
3. Attachment "A1" is attached to this addendum and should be referred to for additional specifications.
4. There will be a walk through at: **August 14, at the Public Safety Building, 9:00 am.**

BID SHEET

5. Page 10 item No. 2, Should read "Public Safety Building".
6. Page 11 item No. 21, Should not have unit price, and the unit of measure on the total price is (ea). Note: this is a unit price for any new construction.
7. Page 11 item No. 22, Should not have unit price, and the unit of measure on the total price is (ea).
8. Page 12 item No. 26, Labor is paid for on site time only. No travel time is compensated.

ADDENDUM #1

August 9, 2001

FIRE SYSTEM MAINTENANCE

REVISED BID SHEETS ARE ATTACHED TO THIS ADDENDUM AND MUST BE USED FOR THIS BID.

9. This addendum # 1 **Must** be acknowledged on the Bid Tender Form and/or returned with the invitation for bid due on **August 21, 2001 at 2:00 pm.**
10. Attached Bid Sheet, Pages 10R and 11R, **Must** be completed and submitted with the bid.

All other terms, conditions and specifications remain unchanged for Bid No. L501097B1.

NAME OF BIDDER / PROPOSER: _____

BID SHEET

FIRE SYSTEM MAINTENANCE

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ALL BLANKS HAVE BEEN FILLED IN, BID SHEET IS ATTACHED TO THE COMPLETED "INVITATION FOR BID" AND RETURNED HEREWITH.

IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND REQUIREMENTS, THE BIDDER OFFERS THE FOLLOWING:

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12	#982 04 022 0001 PUBLIC WORKS BUILDING	\$_____ /MO	\$_____ /YR
2.	12	#982 04 022 0002 PUBLIC SAFETY BUILDING	\$_____ /MO	\$_____ /YR
3.	12	#982 04 022 0003 ADMINISTRATION BUILDING	\$_____ /MO	\$_____ /YR
4.	12	#982 04 022 0004 FOREIGN TRADE ZONE	\$_____ /MO	\$_____ /YR
5.	12	#982 04 022 0005 BUILDING 1	\$_____ /MO	\$_____ /YR
6.	12	#982 04 022 0028 BUILDING 2	\$_____ /MO	\$_____ /YR
7.	12	#982 04 022 0006 BUILDING 4	\$_____ /MO	\$_____ /YR
8.	12	#982 04 022 0017 BUILDING 18	\$_____ /MO	\$_____ /YR
9.	12	#982 04 022 0007 BUILDING 19	\$_____ /MO	\$_____ /YR
10.	12	#982 04 022 0008 BUILDING 21	\$_____ /MO	\$_____ /YR

NAME OF BIDDER: _____

**BID SHEET
(CONTINUED)**

FIRE SYSTEM MAINTENANCE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
11.	12	#982 04 022 0029 BUILDING 22-24	\$_____/MO	\$_____/YR
12.	12	#982 04 022 0009 BUILDING 25	\$_____/MO	\$_____/YR
13.	12	#982 04 022 0010 BUILDING 26	\$_____/MO	\$_____/YR
14.	12	#982 04 022 0016 BUILDING 27	\$_____/MO	\$_____/YR
15.	12	#982 04 022 0011 BUILDING 29	\$_____/MO	\$_____/YR
16.	12	#982 04 022 0012 611 AMMAN BUILDING	\$_____/MO	\$_____/YR
17.	12	#982 04 022 0014 BROWARD COUNTY CONVENTION CENTER	\$_____/MO	\$_____/YR
18.	12	#982 04 022 0013 NORTH PORT PARKING GARAGE	\$_____/MO	\$_____/YR
19.	12	#982 04 022 0015 MID PORT PARKING GARAGE	\$_____/MO	\$_____/YR
20.	12	#982 04 022 0026 MONITORING ELEVATOR EMERGENCY TELEPHONES	\$_____/MO	\$_____/YR
21.		#982 04 022 0030 INSTALL ADDITIONAL EQUIPMENT FOR ELEVATOR EMERGENCY TELEPHONES		\$_____/EA
22.		#982 04 022 0023 SENSITIVITY TESTING		\$_____/EA

NAME OF BIDDER: _____

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

ATTACHMENT "A-1"

A quotation is hereby requested to provide all labor, material, equipment, parts, services, incidentals and permits required to perform complete fire alarm maintenance and monitoring services on the fire alarm systems owned by Broward County Department of Port Everglades, on an open end basis, for a period of one (1) year from the date of award through one (1) year thereafter.

The Purchasing Division reserves the option to renew this contract for an additional two (2) one year consecutive one (1) year periods, subject to satisfactory performance, vendor acceptance and determination that renewal(s) is in the best interest of Broward County.

See attachment "A" for additional specifications, terms and conditions.

All prices, terms, conditions and specifications shall remain fixed for the initial contract period. In addition, all prices, terms, and conditions shall remain fixed for any renewal/ extension periods.

The contracting company shall ascertain that all tests and requirements listed in this quotation will meet all requirements set by the State of Florida and applicable fire codes.

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Public Works Building

Your price on this line shall include all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Public Works Building:

12 mo _____ yr _____

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Public Safety Building

Your price on this line shall include all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Public Safety Building:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Administration Building

Your price on this line shall include all required maintenance coverage, service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time. Annual certification and sensitivity testing must be conducted on weekends when the building is not generally occupied.

Administration Building:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Foreign Trade Zone

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Foreign Trade Zone:

12 mo _____ yr _____

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 1

Your price on this line shall include 24 hour monitoring, all required maintenance coverage, service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 1:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 2

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time. Annual certification and sensitivity testing in the office areas must be conducted on weekends when the offices are not generally occupied.

Building 2:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 4

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 4:

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 18

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 18:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 19

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 19:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 21

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 21:

12 mo _____ yr _____

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 22-24

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 22-24:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 25

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 25:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 26

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 26:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades

Building 27, Seabulk Marine

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time. Annual certification and sensitivity testing must be conducted on weekends when the building is not generally occupied.

Building 27:

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Building 29

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Building 29:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
611 Amman Building

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

611 Amman Building:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Broward County Convention Center

Your price on this line shall include 24 hour monitoring only on a seven day per week basis.

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
North Port Parking Garage

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

North Port Parking Garage

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Midport Parking Garage:

Your price on this line shall include 24 hour monitoring, all required maintenance coverage and service calls on a 24 hour / seven day per week basis, and all labor and equipment to perform these services, including the parts and labor for the replacement of peripherals at this location, including all travel time.

Midport Parking Garage:

12 mo _____ yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Monitoring Elevator Emergency Telephones

Monitor and maintain in good working order 32- elevator emergency telephones located throughout Port Everglades.
Note: The County reserves the option to terminate this service at any time during the contract period.

12 mo _____ Yr _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Installation of Additional Monitoring Equipment for Elevator Emergency Telephones

The price on this line shall represent all the labor, travel time, material, equipment, programming, services, incidentals, permits, and licenses, required to install and monitor elevator emergency telephones identified by and as requested by Port Everglades Department.
Note: The central station must be able to identify the location of the caller.

ea _____

Fire Alarm System Maintenance at Port Everglades
Sensitivity Testing

All labor, material, equipment, ladders, lifts, services and incidentals required to perform sensitivity testing and cleaning of smoke detectors as required by Fire Codes adopted by the Florida legislature or by Broward County: Fifty percent of this requirement shall be performed every year in order to comply with the every two year mandate. These quantities are estimated and county reserves the option to increase coverage or delete these quantities as required. Note: The

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

Port Administration Building, the office areas of Building 2, and Building 27 must be sensitivity tested on weekends when they are generally unoccupied.

1 ea one (1) 50% test

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Install and Program New Dialers (D.A.C.T.)

The price on this line shall represent all the labor, travel time, material, equipment, services, incidentals, permits, licenses, required to install and program new dialers to telephone numbers identified by and as requested by Port Everglades Department.

ea _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Reprogramming Existing Dialers (D.A.C.T.)

The price on this line shall represent all the labor, travel time, material, equipment, services, incidentals, permits, licenses, required to reprogram existing dialers to telephone numbers identified by and as requested by Port Everglades Department or as required by the monitoring facility to receive signals.

ea _____

Alarm and Security System Maintenance
Fire Alarm System Maintenance at Port Everglades
Reprogramming Existing Dialers (D.A.C.T.) In order To Meet Requirements Of This Agreement

Labor and equipment required to reprogram all existing dialers and D.A.C.T. units at your cost or no cost to the County upon award of this contract. The price on this line shall represent all the labor, travel time, material, equipment, services, incidentals, permits, licenses, required to reprogram existing dialers to telephone numbers received at a U.L. certified central monitoring station located within Broward, Palm Beach or Miami-Dade Counties.

ea _____

Alarm and Security System Maintenance
Fire alarm System Maintenance at Port Everglades
Labor

The price on this line shall represent all the labor and travel time required to install or repair fire alarm control panels, peripheral devices, activating devices, signaling devices, wiring, elevator emergency phones, dialers, D.A.C.T. devices, wiring, conduit, etc., or to perform any related service outside the scope of this agreement.

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

hourly rate _____ ea _____

Alarm and Security System Maintenance
Fire alarm System Maintenance at Port Everglades
Parts on Pass Thru

Parts and materials not included in (preventative maintenance) will be paid at contractor's cost. The contractor shall provide all required parts and materials to maintain fire alarm systems listed in bid sheets. The cost of these items will be a "PASS THRU" I.E. the contractor will charge the County the same invoice prices he is charged by his suppliers. A copy of the contractor's invoice(s) from his supplier for such parts and materials shall be submitted with the contractor's invoice for payment. In cases where the contractor manufactures the part, the contractor will charge the County a price no higher than they charge their most favored customer. The County reserves the right to request verification.

****NOTE:** Contractor shall be responsible for providing ladders, extension ladders, lifts, scissor lifts, hydraulic lifts, and any other equipment or device required to service the above locations properly. All equipment shall be OSHA approved and solely at the contractor's expense.

Any unbalanced prices on any line may be cause for rejection of your quotation.

Preventive maintenance shall include the following:

- Provide properly trained and licensed technicians (technical level II or higher).
- Provide all special tools, instruments and equipment.
- Maintain system in optimum performance and in compliance with the current Broward County adopted edition NFPA 72, National Fire Alarm Code, and FAC Rule 4A-48.
- Perform system evaluation, adjust and calibrate.
- Maintain a current record log at each fire alarm control panel.

No parts shall be replaced that are not completely covered by this agreement unless first approved by project coordinator or his designee and then shall be charged as a "PASS THRU" as described above. No invoice will be processed for payment unless prior approval is noted on document. Work performed must be completed in compliance with all applicable codes and to the satisfaction of the County.

Maintenance shall be construed to include both corrective and preventative maintenance and shall be performed on site. Maintenance shall include troubleshooting and making recommendations for additional service for all peripheral devices, control panels and elevator telephones. Maintenance and monitoring shall be for the fixed monthly cost stated above and shall include all labor, supervision and travel time.

**Specifications For Bid Proposal For Fire Alarm Systems- Monitoring, Repair and Maintenance,
Located At Port Everglades, Florida**

It is the intent for these specifications to describe a functionally complete maintenance and monitoring program to be performed in accordance with these documents. Any work, material, parts or equipment that may be inferred from these documents as being required to produce the intended results shall be supplied by the contractor, whether or not specifically called for.

SUBMIT BID TO:

Broward County Purchasing Division
 115 S. Andrews Avenue, Room 212
 Fort Lauderdale, Florida 33301-1801
 (954) 357-6065/66

BOARD OF COUNTY COMMISSIONERS
 BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— GENERAL CONDITIONS —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m. **AUGUST 21, 2001**
 and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE **FIRE SYSTEM MAINTENANCE**

BID NO. **L501097B1**

PURCHASING AGENT **AL TREBBIEN (954) 357-6218**

DELIVERY DATE

SEE SPECIAL INSTRUCTION
 CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED,
 WHEN REQUIRED, IN
 THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE	TELEPHONE NO.	CONTACT PERSON
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FAX NO.	INTERNET ADDRESS
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 AUTHORIZED SIGNATURE (original in ink)

 TYPED NAME OF SIGNER

 TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

5. **ADDENDA TO BID:** Broward County reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
6. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
- (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **TERMINATION:**
- (a) **FUND-OUT:** The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
 - (b) **NON PERFORMANCE:** If, in the opinion of the Board of County Commissioners, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the County reserves the right to cancel the Contract by means of written notification.
- (c) **CANCELLATION FOR CONVENIENCE:** The County reserves the right, at its option, to cancel this contract for any or no cause, for County convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the County Purchasing Director, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available to the County Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.
8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
9. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.
- (a) The chemical name and the common name of the toxic substance.
 - (b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of over-exposure.

- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - (d) The emergency procedure for spills, fire, disposal, and first aid.
 - (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
10. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.
11. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.
12. **AWARDS: If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
13. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in his letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
16. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
17. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
18. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
19. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to

perform in accordance with specifications, terms and conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify County immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

20. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
21. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.
22. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
23. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
 - a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract **which is \$100,000 or greater** may protest to the Director of Purchasing. The protest shall be submitted in writing within seven calen-

dar days after such aggrieved person knows or should have known the facts giving rise thereto.

- b. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract **which is less than \$100,000** may protest to the Director of Purchasing. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.

24. **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount (currently \$15,000) provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the County purchase and may result in debarment.
25. **RECYCLED CONTENT INFORMATION:** In support of the Florida waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
26. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling (954) 357-6071. You may also view and/or download the Procurement Code Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

<http://www.co.broward.fl.us/purchasing.htm>

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

FIRE SYSTEM MAINTENANCE

1. **SCOPE:**

BIDS ARE HEREBY INVITED ON AN OPEN-END BASIS TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR SIMPLEX FIRE ALARM, MONITOR/MAINTENANCE PER SPECIFICATIONS ATTACHED AS ATTACHMENT "A" FOR THE PORT EVERGLADES DEPARTMENT.

THE INITIAL CONTRACT PERIOD SHALL START ON DATE OF AWARD, OR AUGUST 15, 2001, WHICHEVER IS LATER AND SHALL TERMINATE ONE (1) YEAR FROM THAT DATE. THE CONTRACTOR WILL COMPLETE DELIVERY AND THE COUNTY WILL RECEIVE DELIVERY ON ANY ORDERS MAILED TO THE CONTRACTOR PRIOR TO THE DATE OF EXPIRATION.

THE PURCHASING DIRECTOR MAY RENEW THIS CONTRACT FOR A ONE (1) YEAR PERIOD SUBJECT TO VENDOR ACCEPTANCE, SATISFACTORY PERFORMANCE AND DETERMINATION THAT RENEWAL WILL BE IN THE BEST INTEREST OF THE COUNTY.

IN THE EVENT SERVICES ARE SCHEDULED TO END BECAUSE OF THE EXPIRATION OF THIS CONTRACT, THE CONTRACTOR SHALL CONTINUE THE SERVICE UPON THE REQUEST OF THE PURCHASING DIRECTOR. 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 COUNTY.

NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE TOTAL QUANTITY OF COMMODITIES/SERVICES TO BE PURCHASED UNDER ANY OPEN END CONTRACT. ESTIMATED QUANTITIES WILL BE USED FOR BID COMPARISON PURPOSES ONLY. THE BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO: ISSUE PURCHASE ORDERS AS AND WHEN REQUIRED, OR, ISSUE A BLANKET PURCHASE ORDER FOR INDIVIDUAL AGENCIES AND RELEASE PARTIAL QUANTITIES OR, ISSUE INSTRUCTIONS FOR USE OF DIRECT PURCHASE ORDERS BY VARIOUS COUNTY AGENCIES, MAKE RANDOM, OPEN MARKET PURCHASES FOR ANY OR ALL OF THE ITEM(S) ON ANY OPEN END CONTRACT OR, ANY COMBINATION OF THE PRECEDING. NO DELIVERY SHALL BECOME DUE OR BE ACCEPTABLE WITHOUT A WRITTEN ORDER BY THE COUNTY, UNLESS OTHERWISE PROVIDED FOR IN THE CONTRACT. SUCH ORDER WILL CONTAIN THE QUANTITY, TIME OF DELIVERY AND OTHER PERTINENT DATA. HOWEVER, ON ITEMS URGENTLY REQUIRED, THE SELLER MAY BE GIVEN TELEPHONE NOTICE, TO BE CONFIRMED BY AN ORDER IN WRITING.

ALL PRICES, TERMS AND CONDITIONS SHALL REMAIN FIXED FOR THE INITIAL PERIOD OF THE CONTRACT. IN ADDITION, ALL PRICES, TERMS AND CONDITIONS SHALL REMAIN FIXED FOR THE RENEWAL PERIOD OF THE CONTRACT.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

1. **SCOPE:** (CONTINUED)

1.1 **PASS THRU COST ITEMS:**

PARTS NOT COVERED IN SCOPE OF SERVICE AS OUTLINED ABOVE.

THE PURPOSE OF THESE ITEMS IS TO PROVIDE A MEANS OF COVERING THE DIRECT COST TO THE CONTRACTOR FOR ANY ITEMS NOT CONTAINED WITHIN OR SPECIFIED BY THE CONTRACT DOCUMENTS.

PARTS AND MATERIALS:

PAYMENTS FOR PARTS AND MATERIALS WILL BE AT CONTRACTOR'S COST. THE COST FOR THESE ITEMS WILL BE A "PASS THRU", I.E. THE CONTRACTOR WILL CHARGE THE COUNTY THE SAME INVOICE PRICES AS HE IS CHARGED BY THE SUPPLIERS. A COPY OF THE CONTRACTOR'S INVOICES FROM THE SUPPLIER FOR SUCH PARTS AND MATERIALS WILL BE SUBMITTED WITH THE CONTRACTOR'S INVOICE FOR PAYMENT. IN CASES WHERE THE CONTRACTOR MANUFACTURES HIS OWN PARTS, HE WILL CHARGE THE COUNTY A PRICE NO HIGHER THAN HE CHARGES HIS MOST FAVORED CUSTOMER. THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION. ANY REPLACEMENT PARTS, LABOR AND/OR MATERIALS REQUIRED FOR ANY SERVICE CALL WITH A COST TO THE COUNTY OF \$500.00 (FIVE HUNDRED) OR MORE SHALL HAVE PRIOR WRITTEN APPROVAL FROM THE CONTRACT ADMINISTRATOR. ALL INVOICES MUST HAVE THE COUNTY PURCHASE ORDER NUMBER.

2. **LICENSING REQUIREMENTS:**

IN ORDER TO BE CONSIDERED A RESPONSIBLE BIDDER FOR THE SCOPE OF WORK SET FORTH IN THESE BID DOCUMENTS, THE BIDDER SHALL POSSESS THE FOLLOWING LICENSES (INCLUDING ANY SPECIFIED REGISTRATION) AND (STATE REGISTRATION IF APPLICABLE) AT THE TIME OF BID SUBMITTAL.

STATE: **STATE FIRE MARSHALL CATEGORY CONTRACTOR I**

OR

STATE FIRE MARSHALL CATEGORY CONTRACTOR II

OR

COUNTY: **NONE**

ANY WORK PERFORMED NOT WITHIN THE SCOPE OF THE ABOVE CONTRACT MUST BE PERFORMED BY A LICENSED CONTRACTOR.

3. **OCCUPATIONAL LICENSE REQUIREMENTS:**

OCCUPATIONAL LICENSES FROM BROWARD COUNTY FIRMS WILL BE REQUIRED TO BE SUBMITTED WITHIN 15 DAYS OF NOTIFICATION OF INTENT TO AWARD.

OCCUPATIONAL LICENSES WILL BE REQUIRED PURSUANT TO CHAPTER 205.065, FLORIDA STATUTES.

4. **SPECIFICATIONS AND REQUIREMENTS:**

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

THE SPECIFICATIONS, REQUIREMENTS AND SERVICES TO BE PROVIDED ARE STATED IN ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. **FURTHER INFORMATION:**

BIDDERS REQUIRING ADDITIONAL INFORMATION REGARDING ANY OF THE BID TERMS, CONDITIONS OR ADMINISTRATIVE REQUIREMENTS SHOULD CONTACT AL TREBBIEN, PURCHASING AGENT AT (954) 357-6218.

BIDDERS REQUIRING TECHNICAL CLARIFICATIONS SHOULD CONTACT IRENE COSTA AT (954) 523-3404. NO CHANGE(S) AND NO INTERPRETATION(S) SHALL BE CONSIDERED BINDING UNLESS PROVIDED TO ALL BIDDERS IN WRITING BY THE DIRECTOR OF THE PURCHASING DIVISION.

6. **SPECIAL NOTICE: ASBESTOS CONTAINING MATERIAL IN COUNTY BUILDINGS**

IN ACCORDANCE WITH OSHA REGULATION 29 CFR 1926.1101(k) (2) BIDDERS ARE NOTIFIED OF THE PRESENCE OF ASBESTOS CONTAINING MATERIAL AND/OR PRESUMED ASBESTOS CONTAINING MATERIAL AT WORK SITES AND ADJACENT AREAS OF THE FOLLOWING LOCATIONS. ALL MATERIALS EXCEPT POPCORN CEILINGS AND FLOORINGS, ARE LABELED.

13TH STREET TAG AGENCY
815 NE 13TH STREET
FT. LAUDERDALE, FL 33304
(POPCORN CEILING)

MEDICAL EXAMINER
5301 SW 31ST AVENUE
FT. LAUDERDALE, FL 33312
(EXHAUST HOOD)

TRAFFIC ENGINEERING
2300 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL 33309
(POPCORN CEILING)

HALLANDALE LIBRARY
300 SO. FEDERAL HIGHWAY
HALLANDALE, FL 33009
(EQUIPMENT ROOM)

BROWARD COUNTY JUDICIAL COMPLEX
201 SE 6TH STREET
FT. LAUDERDALE, FL 33301
(ENGINE ROOM #2•MECHANICAL EQUIPMENT ROOM 3.6• CENTER WING 3RD FLOOR MECHANICAL EQUIPMENT ROOM• MECHANICAL EQUIPMENT ROOM 4.6•AIR HANDLING UNIT 5-1• MECHANICAL EQUIPMENT ROOM 5.1, 5.2• WEST WING 5TH FLOOR MECHANICAL EQUIPMENT ROOM• 6TH FLOOR WEST MECHANICAL EQUIPMENT ROOM• 7TH FLOOR CENTRAL MECHANICAL EQUIPMENT ROOM• 10TH FLOOR CENTRAL ELEVATOR MECHANICAL ROOM)

HOLLYWOOD LIBRARY
2600 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33020
(STORE ROOM)

No. BROWARD DETENTION CENTER
1550 BLOUNT ROAD
POMPANO BEACH, FL
(LINOLEUM IN UNIT 10 LAUNDRY)

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

7. **SITE VISIT AND/OR PRE-BID CONFERENCE:**

ATTENDANCE AT THE SITE VISIT/PRE-BID CONFERENCE IS OPTIONAL. THIS INFORMATION SESSION PRESENTS AN OPPORTUNITY FOR BIDDERS TO CLARIFY ANY CONCERNS REGARDING THE BID REQUIREMENTS. THE BIDDER IS CAUTIONED THAT, ALTHOUGH THE SITE VISITS/PRE-BID CONFERENCE IS OPTIONAL, NO MODIFICATION OR ANY CHANGES WILL BE ALLOWED IN THE PRICING BECAUSE OF THE FAILURE OF THE BIDDER(S) TO HAVE VISITED THE SITE OR TO HAVE ATTENDED THE CONFERENCE.

JOB SITE VISITATION IS STRONGLY RECOMMENDED; SUBMISSION OF A BID WILL BE CONSTRUED THAT THE BIDDER IS ACQUAINTED SUFFICIENTLY WITH THE WORK TO BE PERFORMED.

<u>SITE VISIT/PRE-BID CONFERENCE</u>	
DATE:	THURSDAY, AUGUST 2, 2001
TIME:	2:00 PM
LOCATION:	PORT EVERGLADES, ADMINISTRATION BUILDING 1850 ELLER DRIVE, ROOM 301 FORT LAUDERDALE, FL

IF YOU REQUIRE ANY AUXILIARY AIDS FOR COMMUNICATION, PLEASE CALL 357-6065 SO THAT ARRANGEMENTS CAN BE MADE IN ADVANCE.

8. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(ATTACHMENT "D")**

THE INSURANCE REQUIREMENTS CONTAINED IN THIS BID REPRESENT THE MINIMAL PROTECTION NECESSARY FOR THE COUNTY AS DETERMINED BY THE RISK MANAGEMENT DIVISION. FURTHER MODIFICATIONS OF THE REQUIREMENTS MAY BE MADE AT THE SOLE DISCRETION OF THE RISK MANAGEMENT DIVISION IF CIRCUMSTANCES CHANGE OR ADEQUATE PROTECTION OF THE COUNTY IS PRESENTED. NO AWARD WILL BE RECOMMENDED UNTIL A WRITTEN DETERMINATION IS MADE BY RISK MANAGEMENT DIVISION THAT THE COUNTY IS ADEQUATELY PROTECTED. THE LOW BIDDER SHALL BE REQUIRED TO PROVIDE PROPER INSURANCE TO THE PURCHASING DIVISION PRIOR TO AWARD BY THE PURCHASING DIRECTOR OR RECOMMENDATION OF AWARD TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS APPLICABLE.

WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL PROVIDE, PAY FOR, AND MAINTAIN IN FORCE UNTIL ALL OF ITS WORK TO BE PERFORMED UNDER THIS CONTRACT HAS BEEN COMPLETED AND ACCEPTED BY THE COUNTY (OR FOR SUCH DURATION AS IS OTHERWISE SPECIFIED HEREINAFTER), THE INSURANCE COVERAGES SET FORTH IN THIS SECTION.

8.1 WORKERS' COMPENSATION INSURANCE TO APPLY FOR ALL EMPLOYEES IN COMPLIANCE WITH THE "WORKERS COMPENSATION LAW" OF THE STATE OF FLORIDA AND ALL APPLICABLE FEDERAL LAWS. IN ADDITION, THE POLICY(S) MUST INCLUDE:

8. **INSURANCE REQUIREMENTS: (CONTINUED)**

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

- 8.1.1 EMPLOYERS' LIABILITY WITH MINIMUM LIMITS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) EACH ACCIDENT.
- 8.1.2 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTION.
- 8.1.3 IF ANY OPERATIONS ARE TO BE UNDERTAKEN ON OR ABOUT NAVIGABLE WATERS, COVERAGE MUST BE INCLUDED FOR THE U.S. LONGSHOREMEN AND HARBOR WORKERS ACT AND JONES ACT.

8.2 COMPREHENSIVE GENERAL LIABILITY WITH MINIMUM LIMITS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. COVERAGE MUST BE AFFORDED ON A FORM NO MORE RESTRICTIVE THAN THE LATEST EDITION OF THE COMPREHENSIVE GENERAL LIABILITY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:

- 8.2.1 PREMISES AND/OR OPERATIONS.
- 8.2.2 INDEPENDENT CONTRACTORS.
- 8.2.3 PRODUCTS AND/OR COMPLETED OPERATIONS.
- 8.2.4 PERSONAL INJURY COVERAGE WITH EMPLOYEE AND CONTRACTUAL EXCLUSIONS REMOVED WITH MINIMUM LIMITS OF COVERAGE EQUAL TO THOSE/REQUIRED FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY.
- 8.2.5 COUNTY IS TO BE INCLUDED AS AN "ADDITIONAL INSURED" IN THE NAME OF "BROWARD COUNTY BOARD OF COMMISSIONERS" WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS PERFORMED FOR COUNTY IN CONNECTION WITH GENERAL SUPERVISION OF SUCH OPERATION.
- 8.2.6 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTION.

8.3 BUSINESS AUTOMOBILE LIABILITY WITH MINIMUM LIMITS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:

- 8.3.1 OWNED VEHICLES.

8. **INSURANCE REQUIREMENTS:** (CONTINUED)

8.4 THE CONTRACTOR SHALL PROVIDE TO THE COUNTY CERTIFICATES OF INSURANCE EVIDENCING

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

THE INSURANCE COVERAGE SPECIFIED IN 8.1, 8.2, AND 8.3 ABOVE. THE CONTRACTOR SHOULD PROVIDE THESE CERTIFICATES WITHIN FIFTEEN (15) DAYS AFTER REQUEST BY THE PURCHASING AGENT. THE REQUIRED CERTIFICATES OF INSURANCE SHALL NOT ONLY NAME THE TYPES OF POLICIES PROVIDED, BUT ALSO SHALL REFER SPECIFICALLY TO THIS CONTRACT AND SECTION AND THE ABOVE PARAGRAPHS IN ACCORDANCE IS AS REQUIRED BY SUCH PARAGRAPHS OF THIS CONTRACT. IF THE INITIAL INSURANCE EXPIRES PRIOR TO THE COMPLETION OF THE WORK, RENEWAL CERTIFICATES OF INSURANCE SHALL BE FURNISHED THIRTY (30) DAYS PRIOR TO THE DATE OF THEIR EXPIRATION.

- 8.5 CERTIFICATES OF INSURANCE SHALL BE PROVIDED AS SPECIFIED IN SUB-SECTION 8.4 ABOVE UNLESS ANY OF THESE COVERAGES ARE, FOR JUST CAUSE, INAPPLICABLE, AND UPON SPECIFIC REQUEST BY THE VENDOR ARE EXCEPTED BY WRITTEN DETERMINATION OF RISK MANAGEMENT AND APPROVED BY THE PURCHASING DIRECTOR. IF AN EXCEPTION IS REQUESTED, THE BIDDER SHOULD INDICATE IN THE APPROPRIATE AREA ON THE BID SHEET ANY SUCH REQUEST INCLUDING REASON(S) THERETO FOR EXEMPTION FROM INSURANCE REQUIREMENTS AS SPECIFIED IN THIS SECTION OF THIS INVITATION FOR BID/QUOTATION REQUEST.

9. **INDEMNIFICATION:**

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS DURING OR ON ACCOUNT OF ANY OPERATIONS CONNECTED WITH THE COMPLETION OF THIS PROJECT; OR BY OR IN CONSEQUENCE OF ANY NEGLIGENCE (EXCLUDING NEGLIGENCE OF COUNTY), IN CONNECTION WITH THE SAME; OR BY USE OF ANY IMPROPER MATERIALS OR BY OR ON ACCOUNT OF ANY ACT OR OMISSION OF THE SAID CONTRACTOR OR THEIR SUBCONTRACTOR, AGENTS, SERVANTS OR EMPLOYEES. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY AGAINST ANY CLAIMS OR LIABILITY ARISING FROM OR BASED UPON THE VIOLATION OF ANY FEDERAL, STATE, COUNTY OR CITY LAWS, BY-LAWS, ORDINANCES OR REGULATIONS BY THE CONTRACTOR. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ALL SUCH CLAIMS AND FEES, AND FROM ANY AND ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION THAT MAY BE BROUGHT AGAINST COUNTY ON ACCOUNT OF ANY CLAIMS, FEES, ROYALTIES, OR COSTS FOR ANY INVENTION OR PATENT, AND FROM ANY AND ALL SUITS AND ACTIONS THAT MAY BE BROUGHT AGAINST COUNTY FOR THE INFRINGEMENT OF ANY AND ALL PATENTS OR PATENT RIGHTS CLAIMED BY ANY PERSON, FIRM, OR CORPORATION.

THE INDEMNIFICATION PROVIDED ABOVE SHALL OBLIGATE THE CONTRACTOR TO DEFEND AT THEIR OWN EXPENSE OR TO PROVIDE FOR SUCH DEFENSE, AT THE COUNTY'S OPTION, ANY AND ALL CLAIMS OF LIABILITY AND ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION THAT MAY BE BROUGHT AGAINST THE COUNTY WHICH MAY RESULT FROM THE OPERATIONS AND ACTIVITIES UNDER THIS CONTRACT WHETHER THE CONSTRUCTION OPERATIONS BE PERFORMED BY THE CONTRACTOR, THEIR SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

9. **PAYMENT:**

PAYMENT WILL BE MADE BY THE COUNTY AFTER COMMODITIES/SERVICES HAVE BEEN RECEIVED, ACCEPTED AND PROPERLY INVOICED AS INDICATED IN THE CONTRACT AND/OR ORDER. INVOICES MUST STATE THE PURCHASE ORDER NUMBER.

10. **PREFERENCES**

NO CONTRACTOR SHALL RECEIVE MORE THAN ONE COUNTY-AUTHORIZED PREFERENCE FOR THE SAME PROCUREMENT. IF A CONTRACTOR IS ELIGIBLE FOR MORE THAN ONE COUNTY-AUTHORIZED BID PREFERENCE FOR A PARTICULAR PROCUREMENT, THE CONTRACTOR SHALL BE ELIGIBLE TO RECEIVE ONLY THE BID PREFERENCE THAT IS MOST FAVORABLE TO THE CONTRACTOR.

A. **DOMESTIC PARTNER CLAUSE: (ATTACHMENT "C")**

PREFERENCE FOR COUNTY CONTRACTORS PROVIDING FOR NONDISCRIMINATION OF BENEFITS FOR DOMESTIC PARTNERS. (REFERENCE ORDINANCE NO. 1999-03, AS AMENDED)

IN ACCORDANCE WITH BROWARD COUNTY CODE, CHAPTER 16 ½, SECTION 16 ½-157 AND THE BROWARD COUNTY ADMINISTRATIVE CODE, SUBSECTIONS 21.31.A.,6.,7.,8., THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO APPLY A PREFERENCE IN THE AWARD OF A CONTRACT TO THOSE CONTRACTORS PROVIDING FOR NONDISCRIMINATION OF BENEFITS FOR DOMESTIC PARTNERS. THIS PREFERENCE MAY BE APPLIED TO ALL AWARDS OF \$100,000 PER ANNUM OR MORE. THE DETERMINATION TO APPLY THIS PREFERENCE SHALL BE MADE BY THE BOARD OF COUNTY COMMISSIONERS.

TO BE ELIGIBLE FOR THE DOMESTIC PARTNERSHIP PREFERENCE, A CONTRACTOR'S PROGRAM ELIGIBILITY CRITERIA MUST BE SUBSTANTIALLY EQUIVALENT TO THOSE ESTABLISHED IN SECTION 16 ½-153 (B), BROWARD COUNTY CODE. A CONTRACTOR WILL BE DEEMED INELIGIBLE FOR THE DOMESTIC PARTNERSHIP PREFERENCE IF ITS BENEFITS PROGRAM DISCRIMINATES AGAINST EMPLOYEES IN VIOLATION OF THE BROWARD COUNTY HUMAN RIGHTS ACT.

B. **LOCAL PREFERENCE CLAUSE:**

IN ACCORDANCE WITH ORDINANCE SECTION 1-74 THRU 1-79, BROWARD COUNTY CODE, THE RIGHT IS RESERVED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE FOR A LOCAL PREFERENCE IN AN AMOUNT OF ONE PERCENT (1%) OF THE BID OR PROPOSAL.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

FIRE SYSTEM MAINTENANCE

11. **PUBLIC BID DISCLOSURE ACT:**

PURSUANT TO THE PUBLIC BID DISCLOSURE ACT, ALL PERMITS AND FEES INCLUDING BUT NOT LIMITED TO ALL LICENSES, OCCUPATIONAL LICENSE, CERTIFICATE OF OCCUPANCY (CO), PERMITS, IMPACT FEES OR INSPECTION FEES PAYABLE BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, AND DISCLOSED IN THIS REQUEST FOR BIDS AND THE AMOUNT OR PERCENTAGE METHOD OF ALL SUCH LICENSES, PERMITS AND FEES REQUIRED BY BROWARD COUNTY ARE LISTED BELOW. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW.

[LIST ALL COUNTY LICENSES, PERMITS AND FEES, AND THE AMOUNT OR PERCENTAGE METHOD OF THE LICENSES PERMITS AND FEES].

OCCUPATIONAL LICENSE MUST BE IN EFFECT AS REQUIRED BY FLORIDA STATUTE 205.065.

LICENSES, PERMITS AND FEES WHICH MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

12. **DRUG-FREE WORKPLACE CERTIFICATION:**

BROWARD COUNTY PROCUREMENT CODE CHAPTER 21.31.A. REQUIRES AWARDS OF COMPETITIVE SEALED BIDS AND SEALED PROPOSALS REQUIRING BOARD AWARD BE MADE ONLY TO FIRMS CERTIFYING THE ESTABLISHMENT OF A DRUG FREE WORKPLACE. THE DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT "B") MUST BE FURNISHED TO THIS OFFICE PRIOR TO AN AWARD BEING MADE. FAILURE TO PROVIDE THIS CERTIFICATION WILL RENDER YOUR OFFICE UNQUALIFIED AND INELIGIBLE FOR AWARD.

13. **BATTERY DISPOSAL:**

IN ACCORDANCE WITH FLORIDA 1993 SOLID WASTE ACT, THE MANUFACTURERS OF HEAVY METAL BATTERIES OR THE MANUFACTURERS OF PRODUCTS POWERED BY SUCH BATTERIES ARE SOLELY RESPONSIBLE FOR THE RECLAMATION AND DISPOSAL OF SUCH USED BATTERIES AS PURCHASED BY THE COUNTY. THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY COST ASSOCIATED WITH THE RECLAMATION AND DISPOSAL OF SUCH BATTERIES.

14. **PUBLIC ENTITY CRIMES ACT (AMENDED):**

WITH REFERENCE TO PARAGRAPH 24 OF INVITATION TO BID, ELIMINATE THE REFERENCE TO \$15,000 IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES. CATEGORY TWO THRESHOLD DOLLAR AMOUNT AT THE TIME OF BID OPENING SHALL APPLY.

BID SHEETFIRE SYSTEM MAINTENANCE

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ALL BLANKS HAVE BEEN FILLED IN, BID SHEET IS ATTACHED TO THE COMPLETED "INVITATION FOR BID" AND RETURNED HEREWITH.

IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS AND REQUIREMENTS, THE BIDDER OFFERS THE FOLLOWING:

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12	#982 04 022 0001 PUBLIC WORKS BUILDING	\$_____/MO	\$_____/YR
2.	12	#982 04 022 0002 PUBLIC WORKS BUILDING	\$_____/MO	\$_____/YR
3.	12	#982 04 022 0003 ADMINISTRATION BUILDING	\$_____/MO	\$_____/YR
4.	12	#982 04 022 0004 FOREIGN TRADE ZONE	\$_____/MO	\$_____/YR
5.	12	#982 04 022 0005 BUILDING 1	\$_____/MO	\$_____/YR
6.	12	#982 04 022 0028 BUILDING 2	\$_____/MO	\$_____/YR
7.	12	#982 04 022 0006 BUILDING 4	\$_____/MO	\$_____/YR
8.	12	#982 04 022 0017 BUILDING 18	\$_____/MO	\$_____/YR
9.	12	#982 04 022 0007 BUILDING 19	\$_____/MO	\$_____/YR
10.	12	#982 04 022 0008 BUILDING 21	\$_____/MO	\$_____/YR

NAME OF BIDDER: _____

**BID SHEET
(CONTINUED)****FIRE SYSTEM MAINTENANCE**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
11.	12	#982 04 022 0029 BUILDING 22-24	\$_____/MO	\$_____/YR
12.	12	#982 04 022 0009 BUILDING 25	\$_____/MO	\$_____/YR
13.	12	#982 04 022 0010 BUILDING 26	\$_____/MO	\$_____/YR
14.	12	#982 04 022 0016 BUILDING 27	\$_____/MO	\$_____/YR
15.	12	#982 04 022 0011 BUILDING 29	\$_____/MO	\$_____/YR
16.	12	#982 04 022 0012 611 AMMAN BUILDING	\$_____/MO	\$_____/YR
17.	12	#982 04 022 0014 BROWARD COUNTY CONVENTION CENTER	\$_____/MO	\$_____/YR
18.	12	#982 04 022 0013 NORTH PORT PARKING GARAGE	\$_____/MO	\$_____/YR
19.	12	#982 04 022 0015 MID PORT PARKING GARAGE	\$_____/MO	\$_____/YR
20.	12	#982 04 022 0026 MONITORING ELEVATOR EMERGENCY TELEPHONES	\$_____/MO	\$_____/YR
21.	12	#982 04 022 0030 INSTALL ADDITIONAL EQUIPMENT FOR ELEVATOR EMERGENCY TELEPHONES	\$_____/MO	\$_____/YR
22.	12	#982 04 022 0023 SENSITIVITY TESTING	\$_____/MO	\$_____/YR

NAME OF BIDDER: _____

**BID SHEET
(CONTINUED)**

FIRE SYSTEM MAINTENANCE

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
23.	1	#982 04 022 0022 INSTALL PROGRAM NEW DIALERS		\$_____/EA
24.	1	#982 04 022 0021 REPROGRAMMING EXISTING DIALERS		\$_____/EA
25.	1	#982 04 022 0021 REPROGRAMMING EXISTING DIALERS TO MEET REQUIREMENTS OF THIS AGREEMENT		\$_____/EA
26.	10	LABOR	\$_____/HR RATE	\$_____/EA
TOTAL LUMP SUM PRICE.				\$=====

IN ACCORDANCE WITH PARAGRAPH 8.5 OF "SPECIAL INSTRUCTIONS TO BIDDER" INDICATE IF AN EXCEPTION TO INSURANCE REQUIREMENTS IS BEING REQUESTED. BE SPECIFIC AND STATE REASON:

SEE CERTIFICATES REQUIRED FOR AWARD IN ATTACHMENT "A".

NAME OF BIDDER: _____

**BID SHEET
(CONTINUED)**

FIRE SYSTEM MAINTENANCE

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN ____ OR RECYCLED ____ (CHECK THE APPLICABLE BOX). IF RECYCLED, WHAT PERCENTAGE ____%

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES ____ NO ____

SPECIFY _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES ____ NO ____

SPECIFY _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED."

____ YES ____ NO

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR WEST PALM BEACH COUNTIES?

____ YES ____ NO

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

E-MAIL ADDRESS: _____

BEEPER #: _____ **FEDERAL TAX ID #:** _____

REMIT ADDRESS: _____

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES ____ NO ____

NOTICES TO BIDDER:

- PLEASE CHECK THE FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) AND OTHER INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB) (YELLOW) AND MAKE APPROPRIATE CORRECTIONS ON THE IFB. IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
- BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT (YELLOW) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF BIDDER _____

CONTRACTOR AND CENTRAL STATION PREREQUISITES

COPIES OF THE FOLLOWING CERTIFICATES SHOULD BE SUBMITTED WITH BID, BUT MUST BE

ATTACHMENT "A"SPECIFICATIONS AND REQUIREMENTSFIRE SYSTEM MAINTENANCESUBMITTED PRIOR TO AWARD AND WITHIN THREE (3) BUSINESS DAYS OF REQUEST BY COUNTY

1. CONTRACTOR SHALL BE A U.L. (UNDERWRITERS LABORATORY) CERTIFIED FIRE ALARM CONTRACTOR.
2. CONTRACTOR SHALL BE NICET (NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGY) CERTIFIED IN FIRE PROTECTION ENGINEERING TECHNOLOGY FIRE ALARM SYSTEMS.
3. CONTRACTOR SHALL BE AN NFPA (NATIONAL FIRE PROTECTION ASSOCIATION) CERTIFIED FIRE PROTECTION SPECIALIST.
4. MONITORING SIGNAL SHALL BE RECEIVED BY A U.L. CERTIFIED CENTRAL STATION

OPERATIONS

CENTRAL STATION SERVICE SHALL MEET THE GENERAL REQUIREMENTS OF NFPA 72, THE NATIONAL FIRE ALARM CODE, 1996 EDITION, AS INDICATED IN NFPA 72, CHAPTER 4.

FIRE ALARM CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE FLORIDA ADMINISTRATIVE CODE, RULE 4A-48, FIRE SAFETY STANDARDS FOR FIRE ALARM SYSTEMS, WHERE APPLICABLE.

ALL WORK PERFORMED AND ALL EQUIPMENT INSTALLED SHALL BE IN COMPLIANCE WITH FS633.071.

ALARM SIGNALS INITIATED BY MANUAL FIRE ALARM BOXES, AUTOMATIC FIRE DETECTORS, WATERFLOW FROM THE AUTOMATIC SPRINKLER SYSTEM, OR ACTUATION OF OTHER FIRE SUPPRESSION SYSTEM(S) OR EQUIPMENT SHALL BE TREATED AS ACTIVATED FIRE ALARMS.

THE CENTRAL STATION SHALL:

- (A) IMMEDIATELY RETRANSMIT THE ALARM TO THE PUBLIC FIRE SERVICE COMMUNICATION CENTER, (CURRENTLY BROWARD COUNTY), THEN TO THE PORT EVERGLADES PUBLIC SAFETY DIVISION AT TELEPHONE NUMBER: 954-522-1528 OR 954/468-3533.
- (B) DISPATCH A TECHNICIAN TO THE PROTECTED PREMISES TO ARRIVE WITHIN ONE (1) HOUR AFTER RECEIPT OF A SIGNAL WHERE EQUIPMENT NEEDS TO BE MANUALLY RESET BY THE PRIME CONTRACTOR.

UPON RECEIPT OF A SUPERVISORY SIGNAL FROM A SPRINKLER SYSTEM, OTHER FIRE SUPPRESSION SYSTEM(S), OR OTHER EQUIPMENT, THE CENTRAL STATION SHALL:

- (A) COMMUNICATE IMMEDIATELY WITH THE PERSON(S) DESIGNATED BY THE PORT EVERGLADES PUBLIC SAFETY DIVISION AT TELEPHONE NUMBER AT: 954-522-1528 OR 954/468-3533.
- (B) DISPATCH A TECHNICIAN (ARRIVAL TIME NOT TO EXCEED ONE (1) HOUR TO INVESTIGATE, UNLESS THE SYSTEM IS RESTORED TO NORMAL BY THE FIRE DEPARTMENT.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

FIRE SYSTEM MAINTENANCE

OPERATIONS (CONTINUED)

- (C) NOTIFY THE AUTHORITY HAVING JURISDICTION AND THE PORT EVERGLADES PUBLIC SAFETY DIVISION WHEN SPRINKLER SYSTEMS OR OTHER FIRE SUPPRESSION SYSTEM(S) OR EQUIPMENT HAS BEEN WHOLLY OR PARTIALLY OUT OF SERVICE FOR EIGHT (8) HOURS.
- (D) WHEN SERVICE HAS BEEN RESTORED, PROVIDE NOTICE, WHERE REQUIRED, TO THE AUTHORITY HAVING JURISDICTION AND THE PORT EVERGLADES PUBLIC SAFETY DIVISION.

MAINTENANCE

QUARTERLY INSPECTION OF EACH FIRE ALARM SYSTEM REQUIRED.

YEARLY INSPECTION, TESTING AND CERTIFICATION OF EACH FIRE ALARM SYSTEM REQUIRED.

DEFECTIVE INITIATING DEVICES ***SHALL*** BE REPLACED WITH ORIGINAL MANUFACTURER PARTS DESIGNED FOR THE SPECIFIC SYSTEM BEING REPAIRED OR OTHER DEVICES U.L. CROSS LISTED AS COMPATIBLE WITH THE EXISTING SYSTEM.

DEFECTIVE NOTIFICATION APPLIANCES SHALL BE REPLACED AS INDICATED ABOVE.

INSPECTION, TESTING, AND MAINTENANCE SHALL SATISFY THE REQUIREMENTS OF NFPA 72, CONFORM TO THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS, AND VERIFY PROPER OPERATION OF THE FIRE ALARM SYSTEM. A LOG BOOK SHALL BE MAINTAINED AT EACH FACP AND EACH VISIT, INCLUDING INSPECTIONS AND REPAIRS SHALL BE NOTED. INFORMATION NOTED SHALL INCLUDE THE NAME OF THE TECHNICIAN PERFORMING THE INSPECTION OR REPAIR, THE TIME AND DATE OF THE INSPECTION OR REPAIR, AND THE WORK PERFORMED.

ATTACHMENT "B"

DRUG FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT IT WILL PROVIDE A DRUG-FREE WORKPLACE PROGRAM BY:

- (1) PUBLISHING A STATEMENT NOTIFYING ITS EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE OFFEROR'S WORKPLACE, AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION;
(2) ESTABLISHING A CONTINUING DRUG-FREE AWARENESS PROGRAM TO INFORM ITS EMPLOYEES ABOUT:
(I) THE DANGERS OF DRUG ABUSE IN THE WORKPLACE;
(II) THE OFFEROR'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE;
(III) ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEE ASSISTANCE PROGRAMS; AND
(IV) THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS OCCURRING IN THE WORKPLACE;
(3) GIVING ALL EMPLOYEES ENGAGED IN PERFORMANCE OF THE CONTRACT A COPY OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1);
(4) NOTIFYING ALL EMPLOYEES, IN WRITING, OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1), THAT AS A CONDITION OF EMPLOYMENT ON A COVERED CONTRACT, THE EMPLOYEE SHALL:
(I) ABIDE BY THE TERMS OF THE STATEMENT; AND
(II) NOTIFY THE EMPLOYER IN WRITING OF THE EMPLOYEE'S CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES OR OF ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN FIVE DAYS AFTER SUCH CONVICTION.
(5) NOTIFYING BROWARD COUNTY GOVERNMENT IN WRITING WITHIN 10 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBDIVISION (4) (II) ABOVE, FROM AN EMPLOYEE OR OTHERWISE RECEIVING ACTUAL NOTICE OF SUCH CONVICTION. THE NOTICE SHALL INCLUDE THE POSITION TITLE OF THE EMPLOYEE;
(6) WITHIN 30 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBPARAGRAPH (4) OF A CONVICTION, TAKING ONE OF THE FOLLOWING ACTIONS WITH RESPECT TO AN EMPLOYEE WHO IS CONVICTED OF A DRUG ABUSE VIOLATION OCCURRING IN THE WORKPLACE:
(I) TAKING APPROPRIATE PERSONNEL ACTION AGAINST SUCH EMPLOYEE, UP TO AND INCLUDING TERMINATION; OR
(II) REQUIRING SUCH EMPLOYEE TO PARTICIPATE SATISFACTORILY IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM APPROVED FOR SUCH PURPOSES BY A FEDERAL, STATE, OR LOCAL HEALTH, LAW ENFORCEMENT, OR OTHER APPROPRIATE AGENCY; AND
(7) MAKING A GOOD FAITH EFFORT TO MAINTAIN A DRUG-FREE WORKPLACE PROGRAM THROUGH IMPLEMENTATION OF SUBPARAGRAPHS (1) THROUGH (6).

(VENDOR SIGNATURE)
(PRINT VENDOR NAME)

STATE OF
COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2001,

BY (NAME OF PERSON WHO'S SIGNATURE IS BEING NOTARIZED)
AS (TITLE) OF (NAME OF CORPORATION/COMPANY),
KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED (TYPE OF IDENTIFICATION)
AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH.

NOTARY PUBLIC:
(SIGNATURE)
(PRINT NAME)

MY COMMISSION EXPIRES:

ATTACHMENT "C"

CERTIFICATION OF VENDORS PROVIDING BENEFITS FOR DOMESTIC PARTNERS

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT ITS EMPLOYEE BENEFITS POLICIES ARE IN COMPLIANCE WITH BROWARD COUNTY ORDINANCE #1999-03, AS AMENDED BY BROWARD COUNTY ORDINANCE #1999-18, AS FOLLOWS:

- A. VENDOR'S EMPLOYEE BENEFITS PROGRAM INCLUDES THE FOLLOWING MINIMUM STANDARDS:
1. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO ELECT INSURANCE COVERAGE FOR HIS OR HER DOMESTIC PARTNER OR A DEPENDENT OF SUCH DOMESTIC PARTNER ON THE SAME BASIS IN WHICH ANY OTHER VENDOR'S EMPLOYEE MAY ELECT INSURANCE COVERAGE FOR HIS OR HER SPOUSE OR DEPENDENTS.
2. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO USE ALL FORMS OF LEAVE PROVIDED BY THE VENDOR INCLUDING, BUT NOT LIMITED TO SICK LEAVE AND ANNUAL LEAVE TO CARE FOR HIS OR HER DOMESTIC PARTNER OR THE DEPENDENT OF THE DOMESTIC PARTNER AS APPLICABLE.
3. ALL OTHER BENEFITS AVAILABLE TO THE SPOUSES AND DEPENDENTS OF VENDOR'S EMPLOYEES ARE MADE AVAILABLE ON THE SAME BASIS TO THE DOMESTIC PARTNER, OR DEPENDENT OF SUCH DOMESTIC PARTNER, OF A VENDOR'S EMPLOYEE WHO IS PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP.
4. IT IS WITHIN THE VENDOR'S DISCRETION AS TO WHAT BENEFITS ARE PROVIDED TO ITS EMPLOYEES AND WHETHER VENDOR'S EMPLOYEES WHO ARE PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP MUST BE REGISTERED IN ACCORDANCE WITH BROWARD COUNTY ORDINANCE NO. 1999-03, AS AMENDED, IN ORDER TO BE ELIGIBLE FOR ACCESS TO EMPLOYEE BENEFITS.
B. THE VENDOR'S DOMESTIC PARTNERSHIP ELIGIBILITY CRITERIA ARE SUBSTANTIALLY EQUIVALENT TO THE FOLLOWING:
1. EACH DOMESTIC PARTNER IS AT LEAST 18 YEARS OLD AND COMPETENT TO CONTRACT.
2. NEITHER DOMESTIC PARTNER IS MARRIED NOR A PARTNER TO ANOTHER DOMESTIC PARTNERSHIP RELATIONSHIP.
3. THE DOMESTIC PARTNERS ARE NOT RELATED BY BLOOD.
4. CONSENT OF EITHER DOMESTIC PARTNER TO THE DOMESTIC PARTNERSHIP RELATIONSHIP HAS NOT BEEN OBTAINED BY FORCE, DURESS, OR FRAUD.
5. EACH DOMESTIC PARTNER AGREES TO BE JOINTLY RESPONSIBLE FOR EACH OTHER'S BASIC FOOD AND SHELTER.

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF BY AS OF (NAME OF PERSON WHOSE SIGNATURE IS BEING NOTARIZED) (NAME OF CORPORATION/ENTITY) (TITLE) KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH. (TYPE OF IDENTIFICATION)

NOTARY PUBLIC: (SIGNATURE) (PRINT NAME)

STATE OF AT LARGE (SEAL)

MY COMMISSION EXPIRES:

ATTACHMENT "D"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATION HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER A
NAME AND ADDRESS OF INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (000)		
					EACH OCCURRENCE	AGGREGATE
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GARAGE			BODILY INJURY \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 500 PERSONAL INJURY \$	\$	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 500		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	\$	\$
<input checked="" type="checkbox"/>	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY \$ 100 (EACH AC)		
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 ** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)
 ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
 - CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail Thirty (30) days written notice to the below named certificate holder

NAME AND ADDRESS OF CERTIFICATE HOLDER
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 ATTN: Purchasing Division, Room 212
 RE: BID #L-5-01-097-B1 PROJECT #

DATE ISSUED: _____
 AUTHORIZED REPRESENTATIVE
 BY: *Mary M. Master*
 DATE: 5-4-01