

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

202-10497

Fire Alarm Services (Annual Contract)



Jim Hemphill

954-828-5143

Bid 202-10497 Fire Alarm Services (Annual Contract)

Bid Number 202-10497
Bid Title Fire Alarm Services (Annual Contract)

Bid Start Date Jun 4, 2010 10:13:37 AM EDT
Bid End Date Jun 21, 2010 2:00:00 PM EDT
Question & Answer End Date Jun 16, 2010 5:00:00 PM EDT

Bid Contact Jim Hemphill
Sr. Procurement Specialist
Procurement Department
954-828-5143
jhemphill@fortlauderdale.gov

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale has alarm systems in each of ten fire stations located throughout the City. These systems require annual inspections and maintenance. The successful bidder will supply all materials, labor, parts, supervision, tools, and transportation and sustain all the expense incurred in doing the work set forth in accordance with the specifications contained herein.

Item Response Form

Item 202-10497-1-01 - Station #2 - Annual Inspection and Maintenance
Quantity 1 year
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1

Description
Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-02 - Station #3 - Annual Inspection and Maintenance
Quantity 1 year
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301

Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-03 - Station #13 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-04 - Station #29 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-05 - Station #35 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-06 - Station #46 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price

Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-07 - Station #47 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-08 - Station #49 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-09 - Station #53 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-10 - Station #54 - Annual Inspection and Maintenance
 Quantity 1 year
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Conduct an annual test and certification inspection of the alarm system. Also the Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm system per specifications.

Item 202-10497-1-11 - Hourly Rate - Technician - for additional services/locations
 Quantity 80 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 80

Description

Provide your hourly service rate for experiecnced Technician for additional services/locations as may be required.

Item 202-10497-1-12 - Overtime Hourly Rate - Technician - for additional services / locations
 Quantity 20 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 20

Description

Provide your overtime hourly service rate for experiecnced Technician for additional services/locations as may be required.

Item 202-10497-1-13 - Hourly Rate for Assistant (Laborer) for additional services/ locations
 Quantity 80 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 80

Description

Provide your hourly service rate for Laborer/Assistant for additional services/locations as may be required.

Item	202-10497-1-14 - Overtime Hourly Rate for Assistant (Laborer) for additional services/locations
Quantity	20 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 20

Description

Provide your hourly service rate for Laborer / Assistant for additional services/locations as may be required.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City 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 City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City 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.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor 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 costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 06/09

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide FIRE ALARM SERVICES on an annual basis for the City's FIRE / RESCUE department in accordance with the terms, conditions, and specifications contained in bid.

The City of Fort Lauderdale has alarm systems in each of ten fire stations located throughout the City. These systems require annual inspections and maintenance. The successful bidder will supply all materials, labor, parts, supervision, tools, and transportation and sustain all the expense incurred in doing the work set forth in accordance with the specifications contained herein.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, technical specifications, etc., utilize the question / answer feature provided by BIDSYNC.COM. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BIDSYNC Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. ELIGIBILITY

To be eligible to respond to this Bid the firm, or the principals assigned to the project, shall have successfully completed services similar to those specified in the Scope of Services section of this bid for a minimum of three (3) years. Experience must be in maintaining and servicing (including repairing) the systems described in this bid. It may be necessary to produce evidence that you have established a satisfactory record of performance for a reasonable period of time.

Bidder shall possess all necessary licenses (such as, but not limited to contractor, occupational, etc.) to conduct business in the State of Florida, Broward County, City of Fort Lauderdale.

Bidder must be certified to service the equipment at the stations they are proposing to service. Existing equipment at stations include Simplex, Notifier, EST and GE Equipment.

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the bid documents.

05. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The department's intent is to award a single contract, however, the City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city.

06. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

07. GOVERNING PROCEDURES

This bid is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

08. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

09. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933

PART II - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this bid as Exhibit "A".

02. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

03. BIDDERS COSTS

The City shall not be liable for any costs incurred by bidders in responding to this BID.

04. RULES AND BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

05. FAMILIARITY WITH LAWS

All bidders are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of the services required in this bid.

06. 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: bidder, by submitting a bid attests they have not been placed on the convicted vendor list.

07. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriated and budgeted for this project.

08. PRICES:

08.1 All prices quoted shall include delivery/handling charges.

08.2 Firm Price: The City of Fort Lauderdale will not accept any bids that do not guarantee a firm price. Bidder shall quote a firm, fixed cost for the inspection and maintenance of equipment, as well as any necessary parts, materials, etc. Pricing shall include all cost associated with the project included labor, supervision, management, as well as any and all other incidentals. Parts that may be required for the maintenance portion of this contract shall be reimbursed at actual cost with no markup allowed. The City must approve all parts purchases before commencement. A fixed price per item cost (Schedule of Values) shall also be provided in the event that additional equipment is installed or deleted.

9. AWARD

The goal is to award the contract to one vendor that is certified to service all systems (Simplex, Notifier, EST and GE). The City of Fort Lauderdale will be the sole judge in determining if the product proposed and delivery time meets our requirements. The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further

reserves the right to waive minor variations to the specifications and in the bidding procedure/process.

10. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his bid, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

11. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

11.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11.2 While this contract is for services provided to the City's Fire Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. MODIFICATION OF SERVICES (Deletions / Additions)

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

13. QUANTITY:

The quantities shown are estimated as one year's requirement. The City reserves the right to increase or decrease the total quantities.

14. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

16. SUBCONTRACTING

16.1 The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

16.2 In the event subcontracting is considered, each subcontractor candidate shall be promptly

reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

18. DEFAULT PROVISIONS

In the event of default by the bidder, the City reserves the right to procure the item(s) / services proposed from other sources and hold the bidder responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

19. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440.
Employer's Liability in the amount of \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions if individual performing the work are Corporate Officer, sole proprietor, or partner. Copies of waivers are provided for by Florida statutes. Proper waiver documentation is required.

Commercial General Liability Insurance

Covering premises-operations, products completed operations, independent contractors, and contractual liability.

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence

Property Damage - \$100,000 each occurrence

Combined Single Limit - \$1,000,000 (Bodily Injury and Property Damage Combined)

WAIVER OF SUBROGATION - All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

All certificates of insurance must be submitted to the Procurement Department and be approved by the City's Risk Manager prior to commencement of any work. **The City is to be named**

as “additionally insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

20. INSURANCE - SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

22. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a ONE (1) year period. The City reserves the right to extend the contract for TWO additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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 Procurement 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 City.

23. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days prior to enacting an annual contract for these services, in order to determine if the contractor can perform in accordance with the requirements of the ITB and to the City's satisfaction. During the course of any trial period, the contractor shall perform all duties contained in the ITB Scope of Services and such trial shall be based on compliance with all the specifications, terms and conditions as contained therein.

A performance evaluation will be conducted by City staff at various intervals during the trial period, and these evaluations shall be the basis for the City's decision to either continue with the contractor, or to select another contractor under the same trial terms and conditions.

If a Performance Trial is enacted, and such trial results in the City's decision to continue with the contractor, the actual contract date and commencement of contract term shall begin after approval of the trial period, and subsequent to City Commission approval.

Pricing proposed by the Contractor shall be firm not only for the trial period, but also from the date of actual contract start date, for the entire initial contract period.

24. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

The City of Fort Lauderdale has alarm systems in each of ten fire stations located throughout the City. These systems require annual inspections as well as maintenance/service. The successful bidder will supply all materials, labor, parts, supervision, tools, and transportation and sustain all the expense incurred in doing the work set forth in accordance with the specifications contained herein, for the prices bid.

PERFORMANCE

It is the intention of the City to obtain the services as specified herein from a contractor that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should a successful contractor be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

During the term of the contract, effectiveness of the product and service furnished must meet or exceed the performance established in the test runs. If the product furnished fails to perform as has been established, the City reserves the right to request product replacement at no additional charge, or further reserves the right to terminate the contract if characteristics of the product cause difficulties in utilization or are ineffectual in the treatment process.

SCOPE

The fire station locations are as follows:

Fire Station # 2, 528 NW 2nd Street, Ft. Lauderdale, FL 33311
Fire Station #3, 2801 SW 4 Av., Ft. Lauderdale, FL 33312
Fire Station #13, 2871 E. Sunrise Blvd., Ft. Lauderdale, FL 33304
Fire Station #29, 2002 NE 16 Avenue, Ft. Lauderdale, FL 33304
Fire Station #35, 1841 E. Commercial Blvd., Ft. Lauderdale, FL 33308
Fire Station #46, 1121 NW 9 Avenue, Ft. Lauderdale, FL 33311
Fire Station #47, 1000 SW 27 Avenue, Ft. Lauderdale, FL 33315
Fire Station #49, 1015 Seabreeze Blvd, Ft. Lauderdale, FL 33316
Fire Station #53, 2200 Executive Airport Way, Ft. Lauderdale, FL 33309
Fire Station #54, 3200 NE 32 Street, Ft. Lauderdale, FL 33308

Annual Test Inspection

- A. The contractor will conduct an annual test and certification inspection of the alarm systems at each of ten (10) fire stations located throughout the City of Ft. Lauderdale and listed above
- B. Annual inspections must be in accordance with all applicable National Fire Protection Association (NFPA) standards.

- C. Panels must also be tagged to meet the State of Florida Fire Marshall Standards.
- D. A complete inspection report of each station shall be compiled and submitted within 11 working days of inspection to the Support Services Bureau: 1300 SW 1 St, Fort Lauderdale, Fl. 33312, Attn: Mr. Robert Mack.
- E. An NFPA 72 compliant inspection report must be provided for each annual inspection conducted and for all other times when requested/required or prudent to do so to ensure proper operation of equipment.

Maintenance and Service

- A. The Contactor will provide a service agreement to cover all labor and parts required to provide continuous, fully operational alarm systems at the 10 fire stations listed throughout the term of the contract. Any part replacements required shall be reimbursed at contractors cost. City shall not pay additional for shop materials, tools, fuel, transportation, equipment and other incidentals required by the contractor to fulfill the requirements of this contract.
- B. Items to be maintained include, but are not limited to wire, wire connections, fuses, etc, as well all alarm panels, remote annunciate panels, tamper detector switches, flow detectors, smoke detectors/ceiling mounted-photoelectric, duct smoke detectors, pull stations, fire alarm speakers and strobes, heat detectors, carbon monoxide detectors, post indicator valves, audio visual devices, etc.
- C. The work consists of furnishing all material, labor, supervision, tools, parts, supplies and equipment necessary to provide full maintenance, service, including all inspections, adjustments, tests, parts or component replacement and repairs to keep the fire alarm systems in continuous use for their intended purpose.
- D. Station alarm systems included in this scope are equipped with Simplex, Notifier, EST / GE equipment.
- E. Contractor must be certified to service the equipment he proposes to service (Simplex, Notifier, EST / GE equipment).

Parts / Materials

- A. Replacement of any parts shall be with original factory parts that meet all original manufacturer specifications.
- B. Contractor shall supply materials only after approval of, or direction from designated City personnel. The City will not bear the cost of materials supplied without this approval or express direction.

- C. All parts shall be new and must meet or exceed manufacturer's specifications. The Contractor shall provide all required parts and materials. The cost of parts shall be reimbursed at contractors cost, with no additional mark-up. A copy of the Contractor's invoice(s) from their supplier for such parts and materials shall be submitted with the Contractor's invoice for payment. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.
- D. All parts supplied must be of equal or greater function, quality and value.
- E. For those components that may need replacement due to negligence on the City's part or other unusual situations as determined by the City (not normal wear and tear), the bidder may charge the City cost plus 10% for these materials supplied. Contractor shall supply materials only at the express direction of designated City personnel. The City will not bear the cost of materials supplied without this express direction. Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services.
- F. The City reserves the right to require the Contractor to obtain three (3) bids prior to purchase of materials for use by the City.

Working Hours / Response Time

- A. The standard, normal workweek shall be considered to be Monday through Friday, 7:30 a.m. to 4:30 p.m., excluding normal holidays granted to City employees.
- B. The Contractor shall endeavor to complete all requested work during the standard, normal workweek hours listed above without the necessity of overtime labor. Should it appear that work cannot be completed during this time, the Contractor will provide such information to authorized City personnel with a request to approve the use of overtime labor. Approval must be received prior to the commencement of any such work.
- C. Response to stations following service requests will be within three (3) hours during normal working schedule and four (4) hours other than normal working schedule.
- D. Service vehicles should be fully stocked with basic materials and standard parts so as to reduce the response and service times by not returning to the shop.

Contractor Personnel

- A. Upon award, the Contractor shall provide the City with a list of all personnel, including supervisors, who will be assigned to this contract. The list shall include the names, emergency telephone and/or cell/pager numbers. The Contractor shall be responsible for keeping the list current.

- B. The Contractor may be required to provide resumes and/or other background information on the individuals listed above when requested by the City. The City reserves the right to review for acceptance prior to assignment of personnel to this contract.
- C. All proposed employees should present a professional appearance, be neat, clean and well groomed; courteous; properly uniformed; and conduct themselves in a respectable manner in the performance of their duties while on City property. In the event the Contractor wishes to substitute personnel, they shall meet or exceed the requirements listed herein.
- D. The first employee responding to a service call must be fluent in the English language.

List of Stations and Corresponding Fire Protection Equipment With Quantities

A. Station 2 – 528 NW 2nd Street, 33311. EST System

- 1 – Alarm Panel
- 1 – Remote Annunciate Panel
- 7 – Tamper Detector/Switches
- 6 – Flow Detectors
- 48 – Smoke Detectors/ceiling mounted – photoelectric.
- 3 – Duct Smoke Detectors
- 10 – Pull Stations
- 40 – Fire Alarm Combination Horn & Strobe
- 82 - Strobes
- 5 – Heat Detectors
- 1 – Post Indicator Valve
- N/A – CO Detector
- 1 – Hood Suppression System

B. Station 3 – 2801 SW 4th Ave., 33312. Notifier System

- 1 – Alarm Panel
- 1 – Remote Annunciate Panel
- 6 – Pull Stations
- 13 - Fire Alarm Combination Horn & Strobe
- 15 – Strobes
- 16 – Smoke Detectors/ceiling mounted – photoelectric
- 1 – Tamper Detector/Switches
- 1 – Flow Detectors
- 2 – Duct Detectors
- 2 – Heat Detectors
- 1 – Post Indicator Valve
- 3 – CO Detectors

1 – Hood Suppression System

C. Station 13 – 2871 E. Sunrise Blvd, 33304 Simplex System

1 – Alarm Panel
N/A – Remote Annunciate Panel
8 – Pull Stations
8 – Fire Alarm Combination Horn & Strobe
5 – Strobes
7 – Smoke Detectors/ceiling mounted - photoelectric
N/A – Tamper Detector/Switches
N/A – Flow Detectors
N/A – Duct Detectors
N/A – Heat Detectors
N/A – Post Indicator Valve
N/A – CO Detectors
1 – Hood Suppression System

D. Station 29 – 2002 NE 16 Avenue, 33304 Notifier System

1 – Alarm Panel
1 – Remote Annunciate Panel
9 – Pull Stations
13 – Fire Alarm Combination Horn & Strobe
16 – Strobes
22 – Smoke Detectors/ceiling mounted – photoelectric
5 – Tamper Detector/Switches
3 – Flow Detectors
2 – Duct Detectors
3 – Heat Detectors
1 – Post Indicator Valve
3 – CO Detectors
1 – Hood Suppression System

E. Station 35 – 1841 E. Commercial Blvd, Fort Lauderdale, FL 33308 Simplex System

1 – Alarm Panel
N/A Remote Annunciate Panel
8 – Pull Stations
4 – Fire Alarm Combination Horn & Strobe
9 – Strobes
10 – Smoke Detectors/ ceiling mounted – photoelectric
N/A – Tamper Detector/Switches
N/A – Flow Detectors

N/A – Duct Detectors
N/A – Heat Detectors
N/A – Post Indicator Valve
N/A – CO Detectors
1 – Hood Suppression System

F. Station 46 – 1121 NW 9 Avenue, Fort Lauderdale, Fl. 33311 Simplex System

1 – Alarm Panel
N/A – Remote Annunciate Panel
5 – Pull Stations
5 – Fire Alarm Combination Horn & Strobe
12 – Strobes
10 – Smoke Detectors/ceiling mounted - photoelectric
N/A – Tamper Detector/Switches
N/A – Flow Detectors
2 – Duct Detectors
N/A – Heat Detectors
N/A – Post Indicator Valve
N/A – CO Detectors
1 – Hood Suppression System

G. Station 47 – 1000 SW 27 Avenue, 33315 EST System

1 – Alarm Panel
1 – Remote Annunciate Panel
6 – Pull Stations
19 – Fire Alarm Combination Horn & Strobe
19 – Strobes
36 – Smoke Detectors/ceiling mounted - photoelectric
3 – Tamper Detector/Switches
2 – Flow Detectors
3 – Duct Detectors
2 – Heat Detectors
1 – Post Indicator Valve
2 – CO Detectors
1 – Hood Suppression System
15 – Sounder Bases

H. Station 49 – 1015 Seabreeze Blvd, 33316 GE System

1 – Alarm Panel
1 – Remote Annunciate Panel
14 – Pull Stations

- 27 – Fire Alarm Combination Horn & Strobe
- 11– Strobes
- 16 – Smoke Detectors/ceiling mounted – photoelectric
- 6 – Tamper Detector/Switches
- 1 – Flow Detectors
- 36 – Duct Detectors
- 20 – Heat Detectors
- 1 – Post Indicator Valve
- 6 – CO Detectors
- 1 – Hood Suppression System

I. Station 53 – 5555 NW 23 Avenue, 33309 Notifier System

- 1 – Alarm Panel
- 1 – Remote Annunciate Panel
- 10 – Pull Stations
- 33 – Fire Alarm Combination Horn & Strobe
- 4 – Strobes
- 53 – Smoke Detectors/ceiling mounted – photoelectric
- 4 – Tamper Detector/Switches
- 2 – Flow Detectors
- 5 – Duct Detectors
- 2 – Heat Detectors
- 1 – Post Indicator Valve
- 2 – CO Detectors
- 1 – Hood Suppression System
- 13 – Sounder Bases

J. Station 54 – 3200 NE 32 Street, 33308 Simplex System

- 1 – Alarm Panel
- N/A - Remote Annunciate Panel
- 8 – Pull Stations
- 5 – Fire Alarm Combination Horn & Strobe
- 10 – Strobes
- 9 – Smoke Detectors/ceiling mounted – photoelectric
- N/A – Tamper Detector/Switches
- N/A – Flow Detectors
- N/A – Duct Detectors
- N/A – Heat Detectors
- N/A – Post Indicator Valve
- N/A – CO Detectors
- 1 – Hood Suppression System

Location and Equipment Changes During the Contract Term

Due to station rebuilding and upgrading, it is possible that the station location and quantity of current equipment in the stations could be changed and/or upgraded. Should this occur, the contract would be prorated to include the additional equipment at the same per item cost as the original contract. The possibility exists that stations may also be combined. In which case, the contract will be prorated on a per item basis, as above, to decrease the total contract cost, if necessary.

Additional Services

The City also operates and maintains more than 100 other buildings and on occasion has the need for alarm system repairs to be made by an experienced technician. Please state your hourly rate for a repair technician and/or assistant, both regular and overtime rates on the Bid Proposal Pages.

The City will pay for all parts furnished under this portion of the contract at a rate of Contractors cost plus 10%. Contractor shall supply materials only at the express direction of designated City personnel. The City will not bear the cost of materials supplied without the City's express direction. Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services. The City reserves the right to require the Contractor to obtain three (3) bids prior to purchase of materials for use by the City.

The Contractor shall submit a written estimate of the time and materials anticipated. The City reserves the right to approve the number of hours on any estimate given. If a mutual agreement cannot be reached, the City reserves the right to competitively quote the repairs.

City To Provide

- A. The City Fire Department will provide access to the fire stations during the normal operating hours as indicated in these specifications. The contractor must contact the appropriate station or designee for access at other times.
- B. The City will provide the Contractor with a list of personnel who will be the only ones authorized to request and/or approve any service/repair work.

Warranty

All repairs must be warranted for at least 90 days, parts and labor, after servicing.

Schedule Of Values Pricing

The price you quote for each item in the Schedule of Values portion on the quote sheet shall be a lump sum price to include parts, labor and any/all incidentals.

Licenses:

All Vendors responding to this Quotation are to submit a copy of all necessary licenses and certifications required to complete the project as specified herein and as required by law.

Permits and Fees:

The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits and fees (but not licenses), shall be reimbursed by the City. The Contractor shall submit an invoice to the City for the cost of permits and fees, along with copies of receipts showing the exact amount paid. City will reimburse the contractor the actual amount of the permit. City shall not pay for any cost related to obtaining or securing permits.

Questionnaire

Please print or type:

- 1. Provide three references for whom you have performed similar work, preferably on Simplex, GE, EST, and Notifier equipment:

Company Name:

Address:

Contact Name: Telephone:

Company Name:

Address:

Contact Name: Telephone:

Company Name:

Address:

Contact Name: Telephone:

- 2. Number of years experience the proposer has had in providing similar services:
 Years

- 3. Have you ever failed to complete work awarded to you? If so, where and why?

- 4. List any licenses, permits or certifications, etc., you hold for performing this type of work:

Have you attached copies of certifications and licenses to your bid?

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question may result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:
(signature) (date)

Name (printed): Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:
revised 3-23-10

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#202-10497 - SCHEDULE OF VALUES

The Schedule of Values is an itemized list that establishes the unit price for certain items of work. It shall be used as the basis for pricing additions to stations that may be authorized and the deletion of items that are not required. These prices will not form part of the basis for award of the contract.

Give unit prices for each work item shown.

ITEM NUMBER	DESCRIPTION	UNIT PRICE IF ADDED OR DELETED
PROVIDE LUMP SUM COST TO INCLUDE / EXCLUDE EACH ITEM LISTED INTO THE MAINTENANCE AGREEMENT FOR A SPECIFIC STATION, AS WELL AS PROVIDING ANNUAL INSPECTION PER ITEM.		
1	Alarm Panel - Simplex	<input type="text"/>
2	Alarm Panel - Notifier	<input type="text"/>
3	Alarm Panel - EST / GE	<input type="text"/>
4	Remote Annunciate Panel	<input type="text"/>
5	Tamper Detector / Switches	<input type="text"/>
6	Flow Detectors	<input type="text"/>
7	Smoke Detectors/ceiling mounted - photoelectric	<input type="text"/>
8	Duct Smoke Detectors	<input type="text"/>
9	Pull Stations	<input type="text"/>
10	Fire Alarm Combination Horn & Strobe	<input type="text"/>
11	Strobes	<input type="text"/>
12	Heat Detectors	<input type="text"/>
13	Post Indicator Valve	<input type="text"/>
14	CO Detector	<input type="text"/>
15	Hood Suppression System	<input type="text"/>
16	Sounder Bases	<input type="text"/>

BIDDER NAME

Question and Answers for Bid #202-10497 - Fire Alarm Services (Annual Contract)

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.