RESOLUTION NO. R 2022-208

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED CONTRACT AGREEMENT RFP NO.RM-22-42 FOR STREETS AND SPORTS FIELD LIGHTING REPAIR SERVICES WITH IMPERIAL ELECTRICAL, INC.; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town, through resolution R 2022-137, qualified and awarded Imperial Electrical, Inc. and authorized the Town Administrator or his designee to negotiate a contract agreement for street and sports field lighting repair services.

WHEREAS, staff negotiated a contract agreement with Imperial Electrical, Inc.; and

WHEREAS, after review, the Town Council wishes to accept the negotiated contract agreement with Imperial Electrical, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby accepts the contract agreement. RFP NO. RM-22-42 for Streets and Sports Field Lighting Repair Services to Imperial Electrical, Inc.

Section 3. The Town Council hereby authorizes expenditures of funds over $65,000 per year in accordance with the awarded contract unit prices, on an as-needed basis. Funding will come from approved Town accounts, depending on usage within the established budgets.

Section 4. The initial term of the contract agreement is for two (2) years from execution of the agreement. The Town reserves the right to extend the contract for two (2) additional two (2) years term, if both parties agree to the same pricing, terms, and conditions. The contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the Town. Any contract extensions will be handled administratively.

Section 5. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2nd DAY OF NOVEMBER, 2022.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 2nd DAY OF NOVEMBER, 2022.

Approved as to Form and Legality:

TOWN ATTORNEY

Town of Davie
RFP No. RM-22-42, Streets and Sports Field Lighting Repair Services

AGREEMENT No. RM-22-42
BETWEEN THE TOWN OF DAVIE
AND
IMPERIAL ELECTRICAL, INC

THIS AGREEMENT is made and entered upon the date of the final signature below by and between **Imperial Electrical, Inc** a corporation organized and existing under the laws of the **State of Florida,** with offices at **11821 NW 11th Street, Plantation, Florida 33323** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36 Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Request for Proposals/Qualifications RFP No. RM-22-42 Street & Sports Field Lighting Repair Services,** which includes the Negotiated terms, General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated April 21, 2022, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

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

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the Negotiated terms, the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the Negotiated terms, the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the Negotiated terms, the terms and conditions of

the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

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

IMPERIAL ELECTRICAL, INC

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

Title: Pres Date: 10-5-22

Attest: _____
Corporate Seal

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of Oct, 2022 by Michael Tervo who is personally known to me or produced _____ as identification who did/did not take an oath.

_____ 10-5-22
Notary Date

CHERYL L. FARNAN
Notary Public - State of Florida
Commission # HH 239339
My Comm. Expires May 30, 2026
Bonded through National Notary Assn.

TOWN OF DAVIE

By: _____ Date: 11-2-2022

Mayor Judith Paul

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of November, 2022 by Judith Paul who is personally known to me or produced _____ as identification who did/did not take an oath.

_____ 11·2·2022

Notary Date

Notary Public State of Florida
Gillian Brewster
My Commission
HH 222554
Exp. 2/4/2026

Attest: _____

Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

_____

Allan Weinthal, Town Attorney

RFP# RM-22-42 Street & Sports Field Lighting Repair Services Negotiation Pricing

PRICE PROPOSAL FORM

Exhibit "A" - Contract Pricing		
Job Classification	**Regular Hourly Rate**	**After Hours Hourly Rate**
Master Electrician	$69.00	$100.00
Journeyman/Supervisor	$60.00	$86.00
Apprentice/Helper	$42.00	$60.00
Laborer	$33.00	$48.00
Permit Fee Reimbursement	At Actual Cost	
Equipment With Operator	**Hourly Rate**	
60 Ft or Above Bucket Truck	$130.00	
Crane For 90' Poles	$263.00	
Auger W/ Pole Setter 21 Ft. Digging Depth	$188.00	
Trencher W/ Line Layer	$79.00	
Trencher (7 Ft. Digging Depth	$138.00	
Parts & Material Mark-up	10%	

Notes

1 Projects below $20,000 will be rotated among the pool of firms.
2 For projects estimated at $20,000 and above, the firms in the pool will be invited to submit bids for competitive award based on lowest bid.
3 Reference Section 4.0 for Specifications.
4 Invoicing of materials used in each project shall include a copy of the original invoice from the supplier.

Agreement

Exhibit "A"

(PLACEHOLDER – Negotiated Terms on top, then Solicitation Document)

Agreement

Exhibit "B"

(PLACEHOLDER – Firm's Response)

RFP Opening Report

Agency Name Town of Davie

Bid Number RFP-RFP# RM-22-42-0-2022/RMO

Bid Name Streets & Sports Field Lighting Repair Services

Bid Due Date 05/12/2022 14:00:00 Eastern

Bid Opening **Closed**

5 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Horsepower Electric Incorporated	05/12/2022 13:33:39 Eastern	8105 W 20th Ave, Hialeah, FL, 33014	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
2 .	imperial electrical	05/12/2022 11:00:58 Eastern	11821 NW 11 ST, Fort Lauderdale, FL, 33323	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
3 .	Metro Contractor Incorporated	05/11/2022 12:23:06 Eastern	5301 NW 158 Terrace Apt 103, Hialeah, FL, 33014-6437	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
4 .	Universal Electric of Florida, Inc.	05/12/2022 08:44:16 Eastern	6784 nw 17th ave, Fort Lauderdale, FL, 33309	$0.0000	0.0000	Small Business	Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
5 .	Upright Electrical Services LLC	05/12/2022 11:41:48 Eastern	9942 SW 1st CT , Coral Springs, FL, 33071	$0.0000	0.0000	African American Owned, Small Business	Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓

NOTE: This RFP Opening Report is a function of today's RFP Opening. Only prosper names were read into the record. All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled at a later date.

RESOLUTION NO. R 2022-137

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, QUALIFYING AND AWARDING THE TOP FOUR RANKED PROPOSERS IN RESPONSE TO REQUEST FOR PROPOSALS NO. RM-22-42 STREETS AND SPORTS LIGHTING REPAIR SERVICES, AND AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO NEGOTIATE CONTRACTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# RM-22-42 in order to obtain proposals for streets and sports field lighting repair services;

WHEREAS, the Review Committee evaluated responses and ranked firms in accordance with the Town policies and procedures;

WHEREAS, the Review Committee's recommendation is to negotiate contracts with the top four (4) ranked pre-qualified firms: 1) Universal Electric of Florida, Inc., 2) Upright Electrical Services LLC, 3) Horsepower Electric Incorporated, and 4) Imperial Electrical; and

WHEREAS, the final negotiated agreements will be brought to a future Council Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie does hereby award the top four (4) ranked pre-qualified firms: 1) Universal Electric of Florida, Inc., 2) Upright Electrical Services LLC, 3) Horsepower Electric Incorporated, and 4) Imperial Electrical;

Section 3. The final negotiated agreement will be presented for approval at a future Council Meeting.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of provisions of this Resolution are hereby replaced.

Section 5. Cone of Silence. Upon approval of the Mayor and Council, pursuant to Town Code Section No. 2-320, the Cone of Silence is hereby terminated.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid it is the intent of the Town Council that such invalidity shall not affect other provision or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF AUGUST, 2022.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS 3rd DAY OF AUGUST, 2022.

Approved as to Form and Legality:

TOWN ATTORNEY

Requisition Number

Town of Davie
Procurement Authorization Form

Contact Information

Department: Public Works	Name: Reynaldo Edwards	Phone #: 954-797-1216

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Town of Davie street and sport lighting repair services.
Existing contract expires July 25,2022.

Method of Procurement

Request for Proposal/Qualification

RFP/RFQ#

RM-22-42

Funds From Accounts

Vendor (If no vendor use Vendor #9924 Out to Bid):
Vendor #: 9924 Name: Out to Bid

Account #1: 001.15.124.541-54611	Amount #1: $ 117,000.00
Account #2: 001.15.130.539-54613	Amount #2: $ 40,000.00
Account #3:	Amount #3: $ 0.00

Estimated **Budgeted** Amount: $ 157,000.00 or ■ Dependent on usage within established budget.

Required Information For Bids/RFPs/RFQs

1. Advertisement Period: 14 days *All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days*
2. Project **Location:** Town of Davie
3. Is this project **Grant** related? ☐ YES ☑ NO
4. **Substantial Completion** of project shall be in NA calendar days after Notice to Proceed.
   Final Completion of project shall be in NA calendar days after Substantial Completion.
5. Do you want to require **Liquidated Damages**? ☑ YES ☐ NO If yes, how much per day? $ 50.00
6. List **Special Licenses/Certifications** vendors are required to have:

State of Florida Electrical Contractor's License.

7. Do you want a **Pre-Bid Meeting**? ☑ YES ☐ NO If yes, do you want it to be Mandatory? ☑ YES ☐ NO

Purchasing Division – 6591 Orange Drive Davie, FL 3331 4 – Tel: 954-797-1016 E-mail: purchasing@davie-fl.gov

8. Do you want a **Site Visit**? ☐ YES ☑ NO

9. Is there an **Outside Entity** assisting with this bid (ex: Architect, Engineer, Consultant)? ☐ YES ☑ NO

10. Are there **Plans** associated with this bid? ☐ YES ☑ NO
(Purchasing will need an electronic copy)

11. Are bonds required for this solicitation? ☐ YES ☑ NO
What kind of bond is required?

12. Does this bid work in conjunction with or will it **impact any other Department?** ☐ YES ☑ NO
(Example: Is this request IT related?)
The listed Department Director(s) will also need to review the specifications and sign in the additional areas provided below.

13. **Project/Contract Manager** (In-House):

Name: Reynaldo Edwards Phone #: 954-797-1216 Fax #: 954-797-1246

14. **Suggested Review Committee Members (For RFPs Only!):** 3 Members

Reynaldo Edwards Beatriz Alvarez Alexis Delgado

15. **Vendor(s)** to send packet to (Email Addresses are Required):

Daniel@universalphilco.com (Universal Electrical)

16. Has this type of solicitation been done before? YES Bid/RFP/RFQ Number: B-17-68

17. Does the Award of this solicitation need to be approved by another body (FODT, LAP, and CDBG ect.) before submitting the item for Town Council approval? ☐ Yes ☑ No

Chad Pezoldt Digitally signed by Chad Pezoldt Date: 2022.04.04 13:36:46 -04'00'

Authorization

Department Director Approval:	Osdel Fernandez-Larrea Digitally signed by Osdel Fernandez-Larrea Date: 2022.03.15 16:09:50 -04'00'	Date:
Procurement Manager Approval:	Digitally signed by Brian K. O'Connor, Procurement Manager Date: 2022.04.05 11:37:35 -04'00'	Date:
Budget & Finance Approval:	William Ackerman 2022.04.06 09:18:21 -04'00'	Date: 4/6/2022
Town Administrator Approval:	Date: 2022.04.06 16:40:46 -04'00'	Date:

SUN-SENTINEL

Sold To:
Town of Davie - CU00107157
6591 Orange Drive
Davie,FL 33314

Bill To:
Town of Davie - CU00107157
6591 Orange Drive
Davie,FL 33314

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Apr 23, 2022

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: April 25, 2022.

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: RMoreau@davie-fl.gov
7197032

TOWN OF DAVIE
RFP NO. RM-22-42
REQUEST FOR PROPOSALS
STREETS & SPORTS FIELD
LIGHTING REPAIR SERVICES

Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **02:00PM EST on Thursday, May 12, 2022,** for **RFP NO. RM-22-42 Streets & Sports Field Lighting Repair Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.50 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.
A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number. Join by phone
+1-408-418-9388 United States Toll Access code: 2341 838 1307

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **May 04, 2022**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through** www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie- fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D" located at 8800 SW 36th St., Davie, FL 33328, after the due date/time noted above.

Requirements (in relation to the COVID-19 Pandemic):
Inform guard upon entry of attendance to this meeting
The Town of Davie is requiring all visitors to its indoor facilities to wear a mask. The rule applies to all individuals regardless of vaccination status.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information
Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m0bf1aadfc0eb9bf17af7eddeb7f7fe81
Meeting number:
2347 810 1406
Password:
E3GhkMQw4g3 (33445679 from video systems)

Join by video system
Dial 23478101406@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2347 810 1406

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

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

Brian K. O'Connor
Procurement Manager
Town of Davie

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

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such

purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

4/23/2022 7197032

Order # - 7197032

RFP Opening Report

Agency Name Town of Davie

Bid Number RFP-RFP# RM-22-42-0-2022/RMO

Bid Name Streets & Sports Field Lighting Repair Services

Bid Due Date 05/12/2022 14:00:00 Eastern

Bid Opening **Closed**

5 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Horsepower Electric Incorporated	05/12/2022 13:33:39 Eastern	8105 W 20th Ave, Hialeah, FL, 33014	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
2 .	imperial electrical	05/12/2022 11:00:58 Eastern	11821 NW 11 ST, Fort Lauderdale, FL, 33323	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
3 .	Metro Contractor Incorporated	05/11/2022 12:23:06 Eastern	5301 NW 158 Terrace Apt 103, Hialeah, FL, 33014-6437	$0.0000	0.0000		Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
4 .	Universal Electric of Florida, Inc.	05/12/2022 08:44:16 Eastern	6784 nw 17th ave, Fort Lauderdale, FL, 33309	$0.0000	0.0000	Small Business	Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓
5 .	Upright Electrical Services LLC	05/12/2022 11:41:48 Eastern	9942 SW 1st CT , Coral Springs, FL, 33071	$0.0000	0.0000	African American Owned, Small Business	Complete Bid Package w/ required forms Vendor Registration Form w / ACH Form	✓ ✓

NOTE: This RFP Opening Report is a function of today's RFP Opening. Only prosper names were read into the record. All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled at a later date.

	Horsepower Electric Incorporated		Imperial Electrical		Universal Electric of Florida, Inc.		Upright Electrical Services LLC		Metro Contractor Incorporated (Disqualified: Price Proposal Form Not Submitted)
JOB CLASSIFICATION	*REGULAR HOURLY RATE*	*AFTER HOURS HOURLY RATE*	*REGULAR HOURLY RATE*	*AFTER HOURS HOURLY RATE*	*REGULAR HOURLY RATE*	*AFTER HOURS HOURLY RATE*	*REGULAR HOURLY RATE*	*AFTER HOURS HOURLY RATE*	
Master Electrician	$110.00	$145.00	$45.00	$55.00	$67.00	$94.00	$70.00	$105.00	
Journeyman/Supervisor	$100.00	$140.00	$45.00	$55.00	$49.00	$67.00	$70.00	$105.00	
Apprentice/Helper	$65.00	$95.00	$30.00	$40.00	$33.70	$44.50	$50.00	$75.00	
Laborer	$65.00	$95.00	$25.00	$35.00	$22.90	$32.80	$40.00	$60.00	
Permit Fee Reimbursement	***At Actual Cost***								
EQUIPMENT WITH OPERATOR	*HOURLY RATE*		*HOURLY RATE*		*HOURLY RATE*		*HOURLY RATE*		***(Disqualified: Price Proposal Form Not Submitted)***
60 ft. or above Bucket Truck	$175.00		$65.00		$85.00		$437.50		
Crane for 90' Poles	$500.00		$70.00		$175.00		$350.00		
Auger w/ pole setter 21 ft. digging depth	$800.00		$50.00		$125.00		$250.00		
Trencher w/ line layer	$175.00		$30.00		$58.00		$100.00		
Trencher (7 ft. digging depth)	$400.00		$35.00		$76.00		$200.00		
PARTS & MATERIALS MARK-UP	*PERCENTAGE*		*PERCENTAGE*		*PERCENTAGE*		*PERCENTAGE*		
Percentage (%)	10%		10%		10%		10%		

RFP# RM-22-42 Streets & Sports Field Lighting Repair Services
Admin Review

	Vendor Name			
	Horsepower Electric Incorporated	**Imperial Electrical**	**Universal Electric of Florida, Inc.**	**Upright Electrical Services LLC**
EIN#	59-2502221	01-0635999	59-1898508	82-3681989
Price Proposal Form	✓	✓	✓	✓
Addendum No. 1	✓	✓	✓	**Not Signed; Addendum Immaterial**
Minimum of three (3) years' experience	✓	✓	✓	✓
State of Florida Electrical Contractor's License	✓ **EC License**	✓ **EC License**	✓ **EC License**	✓ **EC License**
Section 3.6 Content of Proposal	✓	✓	✓	✓
Local Preference	**N/A**	**Yes/Broward/Plantation**	**Yes/Broward/Ft. Lauderdale**	**Yes/Broward/Coral Springs**
Client Reference Form	✓	✓	✓	✓
Bidder/Proposer Questionnaire	✓	✓	✓	✓
Vendor Information Form	✓	✓	✓	✓
Owner Disclosure Form	✓	✓	✓	✓
Boycott Form	✓	✓	✓	✓
Debarment Form	✓	✓	✓	✓
E-Verify Form	✓	✓	✓	✓
Conflict of Interest Form	✓	✓	✓	✓
Proof of Insurance	✓	✓	✓	✓
W9	✓	✓	✓	✓
Sunbiz	✓	✓	✓	✓
Broward County Debarment List	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**
Scrutinized Companies List	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**
Fed EPL (System for Award Management)	✓ **Not Listed**	✓ **Inactive registration w/ no active exclusions from working at federal level**	✓ **Not Listed**	✓ **Inactive registration w/ no active exclusions from working at federal level**
Better Business Bureau	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**	✓ **Not Listed**
NOTES:	***Does not accept credit card payment**	***Accepts credit card payment**	***Does not accept credit card payment**	***Does not accept credit card payment**

Legend	
✓	Has document or complies
?	Missing; Minor irregularity
x	Does not have document

NOTICE

07/07/2022

RFP# RM-22-42

Streets & Sports Field Lighting Repair Services

REVIEW COMMITTEE MEETING

Tuesday, July 12, 2022
at 01:00 PM

Location:

Temporary Town Hall Building "D"
8800 SW 36th Street Davie, FL 33328

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m3b84cc07708c651273bbddce212f8cc1
Meeting number:
2340 507 5552
Password:
Z3zMZcMwS22 (93969269 from video systems)

Join by video system
Dial 23405075552@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2340 507 5552

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

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or1-800-955-8771 (TDD).

Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP-RM-22-42 Streets & Sports Field Lighting Repair Services

Review Meeting Date: July 12, 2022

Evaluation Criteria:

- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 4 being the lowest.

Proposer	Ranking
Horsepower Electric Incorporated	3
Imperial Electrical	4
Universal Electric of Florida, Inc.	1
Upright Electrical Services LLC	2

Name of Reviewer: Reynaldo Edwards Title: Public Works Coordinator

Department: Public Works Signature: Reyn

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP-RM-22-42 Streets & Sports Field Lighting Repair Services

Review Meeting Date: July 12, 2022

Evaluation Criteria:

- Firm's Qualifications
- Resources and Availability
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- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 4 being the lowest.

Proposer	Ranking
Horsepower Electric Incorporated	3
Imperial Electrical	4
Universal Electric of Florida, Inc.	1
Upright Electrical Services LLC	2

Name of Reviewer: Beatriz Alvarez Title: Assistant Director

Department: Public Works Signature: Beatriz Alvarez

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP-RM-22-42 Streets & Sports Field Lighting Repair Services

Review Meeting Date: July 12, 2022

Evaluation Criteria:

- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 4 being the lowest.

Proposer	Ranking
Horsepower Electric Incorporated	2
Imperial Electrical	1
Universal Electric of Florida, Inc.	4
Upright Electrical Services LLC	3

Name of Reviewer: Franklin T. Evans Title: MT-3

Department: Public Works Signature: Franklin T. Evans

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT

RFP# RM-22-42
RFP Title: Streets & Sports Field Lighting Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to ensure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

Reynaldo Edwards
Printed Member Name

July 7, 2022
Date

Reynaldo Edwards Digitally signed by Reynaldo Edwards Date: 2022.07.07 14:54:54 -04'00'
Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT

RFP# RM-22-42
RFP Title: Streets & Sports Field Lighting Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

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Beatriz Alvarez
Printed Member Name

7/11/22
Date

Beatriz Alvarez Digitally signed by Beatriz Alvarez Date: 2022.07.11 13:28:39 -04'00'
Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT

RFP# RM-22-42
RFP Title: Streets & Sports Field Lighting Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

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Franklin T Evans
Printed Member Name

7-7-22
Date

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

NOTICE OF INTENT
RFP# RM-22-42 Streets & Sports Field Lighting Repair Services

Review Meeting Date: July 12, 2022

Reviewer Initials & Score (Right) Proposer Names (Below)	RE	BA	FE	Totals	Proposer Final Ranking
Horsepower Electric Incorporated	3	3	2	8	3
Imperial Electrical	4	4	1	9	4
Universal Electric of Florida, Inc.	1	1	4	6	1
Upright Electrical Services LLC	2	2	3	7	2

The Committee's Recommendation is to: select the top four firms for Council approval and negotiate final agreements for the streets & sports field lighting repair services pool.

Procurement has reviewed and certified the above ranking.

Name: Rebecca Moreau

Signature: Rebecca Moreau Digitally signed by Rebecca Moreau
Date: 2022.07.12 13:43:40 -04'00'

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$ 110.00	$ 145.00
Journeyman/Supervisor	$ 100.00	$ 140.00
Apprentice/Helper	$ 65.00	$ 95.00
Laborer	$ 65.00	$ 95.00
Permit Fee Reimbursement	**At Actual Cost**	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$ 175.00
Crane for 90' Poles	$ 500.00
Auger w/ pole setter 21 ft. digging depth	$ 800.00
Trencher w/ line layer	$ 175.00
Trencher (7 ft. digging depth)	$ 400.00

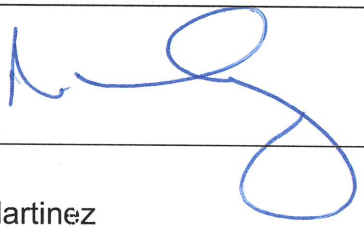
PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	Horsepower Electric Inc.
Authorized Signature:	
Print Name:	Michael Martinez
Title:	President

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR (NO)

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	✓	Completed and Signed Price Proposal Form
√	✓	Acknowledgement of Addenda (if any)
√	✓	Local Preference Form (if applicable)
√	✓	Client Reference Form
√	✓	Bidder/Proposer Questionnaire
√	✓	Vendor Registration Form
√	✓	Licenses and/or Certifications (if applicable)
√	✓	Proof of Insurance
√	✓	Business Tax Receipt [Occupational License(s)]
√	✓	State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√	✓	W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

N/A

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Michael Martinez

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of Miami
Address: 444 SW 2 Ave
City/State/Zip: Miami FL 33130
Contact: Genady Beylin
Title: Senior Construction Manager
Email Address: gbeylin@miamigov.com
Telephone: 305-416-1233
Scope of Work: Street Lighting Maintenance
Description of Services Provided: Design-Build-Operate-Maintain Contract for Street Lighting Design, Installation, Repairs and Maintenance Citywide

2) Name of Client Entity: City of Weston
Address: 2599 South Post Rd
City/State/Zip: Weston FL 33327
Contact: Reddy Chitepu
Title: Director of Public Works
Email Address: rchitepu@westonfl.org
Telephone: 954-385-2600
Scope of Work: Electrical Repairs and Maintenance
Description of Services Provided: Street & Sportsfield Lighting Repairs

3) Name of Client Entity: MDX
Address: 5959 Blue Lagoon Drive
City/State/Zip: Miami FL 33126
Contact: Ramon Borges
Title: MDX GED B Program Director
Email Address: rborges@eacconsult.com
Telephone: 305-265-5477
Scope of Work: Systemwide Lighting Maintenance
Description of Services Provided: Systemwide Lighting Maintenance

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Horsepower Electric Inc. Date: 05/12/2022

Primary Contact Person for this RFP: Michael Martinez

Primary Contact Person Email Address: mike@horsepowerelectric.com

Primary Contact Person Phone Number: 305-819-4060

1. How many years has your firm been in business under its present business name? 37

2. Under what other former name(s) has your firm operated? None

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com ✓

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provide i.

RFI:

Q.1: **Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?**

A.1: The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

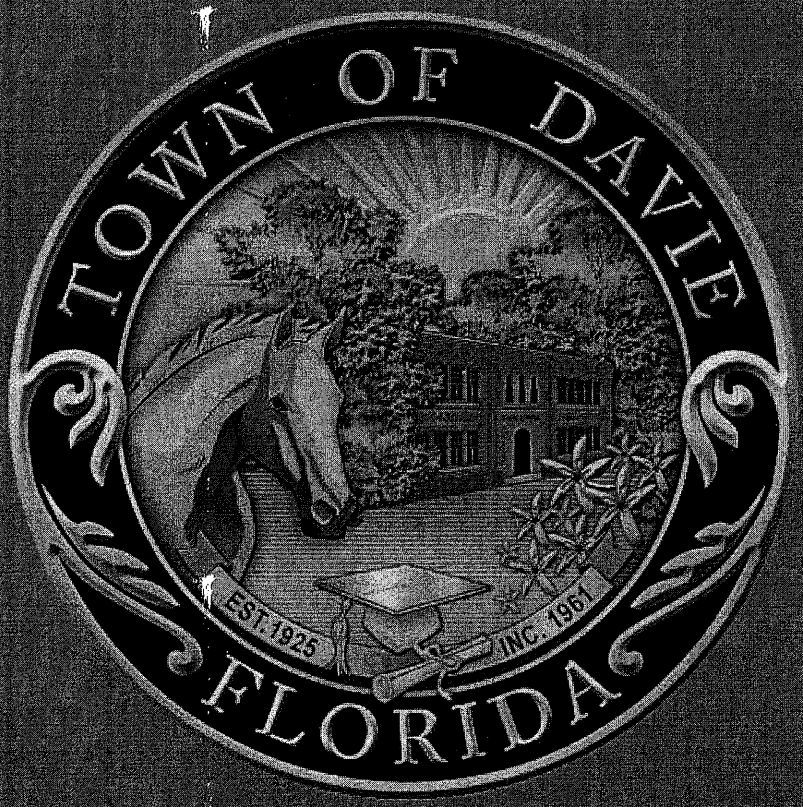
Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Horsepower Electric Inc
Contractor
Michael Martinez
Authorized Representative (*Printed*)
President
Title
Signature
5/12/22
Date

TOWN OF DAVIE



VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ■

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)
Horsepower Electric Inc

Mailing Address:

8105 W 20 Ave
Hialeah FL 33014

Remit to Address
(If Different from Mailing Address):

Contact Name:
Michael Martinez

Telephone:
305-819-4060

Federal Tax ID Number:
59-2502221

Fax Number:
305-819-4222

Company Email Address:
mike@horsepowerelectric.com

Business Website (If Applicable):
N/A

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Raul Borges	305-345-5356
Julio Mondelo	305-345-5359

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

See Attached

Products & Services

In the space provided below please indicate any product or services that your firm provides

Street Lighting
Traffic Signals
ITS

Ownership Disclosure

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

Full Legal Name	Address	Ownership %
Hector P Ortiz	8105 W 20 Ave Hialeah FL 33014	100%

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

Full Legal Name	Address
NONE	

3. The officers of the Corporation are as follows:

	Name	Address
President:	Michael Martinez	8105 W 20 Ave Hialeah FL 33014
Vice President:	Julio Mondelo	8105 W 20 Ave Hialeah FL 33014
Secretary:	Lis Mondelo	8105 W 20 Ave Hialeah FL 33014
Treasurer:	Michael Martinez	8105 W 20 Ave Hialeah FL 33014
Registered Agent:	Rodolfo Nunez	255 University Dr Coral Gables FL 33009

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

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

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

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

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

Packages And Deliveries

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

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Horsepower Electric Inc does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☑

E-VERIFY FORM

Company/FirmName:

Horsepower Electric Inc.

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael Martinez, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☑

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☑ NO

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

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Michael Martinez, President

Name & Title, Typed or Printed

Authorized Signature

05/12/2022

Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Horsepower Electric Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8105 W 20 Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Hialeah FL 33014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	5	0	2	2	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/2/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ORTIZ, HECTOR P

HORSEPOWER ELECTRIC INC
8105 WEST 20TH AVE
HIALEAH FL 33014

LICENSE NUMBER: EC0001153

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

1658047

RECEIPT NO.
RENEWAL
1658047

EXPIRES
SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
HORSEPOWER ELECTRIC INC
8105 W 20TH AVE
HIALEAH, FL 33014

OWNER
HORSEPOWER ELECTRIC INC

SEC. TYPE OF BUSINESS
196 ELECTRICAL CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
195.00 07/08/2021
INT-21-329726

Worker(s) 60 EC0001153

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

State of Florida
Department of State

I certify from the records of this office that HORSEPOWER ELECTRIC INC. is a corporation organized under the laws of the State of Florida, filed on March 6, 1985.

The document number of this corporation is M12222.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 27, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2022



Secretary of State

Tracking Number: 0855585729CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Regina Bunker	
Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	PHONE (A/C, No, Ext): (954) 943-5050	FAX (A/C, No): (954) 942-6310
	E-MAIL ADDRESS: regina@furmaninsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Horsepower Electric Inc 8105 W 20th Ave Hialeah FL 33014	INSURER A : Admiral Insurance Co (rl)	24856
	INSURER B : Zurich American Insurance Company	16535z
	INSURER C : National Union Fire Ins Co of Pitts PA	19445
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22 Prof/AU/WC/ 21GL/UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Broad Form PD [X] Contractual Liability Applies GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CA00003519803	07/16/2021	07/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP011393607	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 50,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BE066183761	07/16/2021	07/16/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC011393508	03/31/2022	03/31/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability & Contractors Pollution Liability			PEC005358203	02/04/2022	02/04/2023	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Davie is included as Additional Insured for General Liability, as required by written contract.
CGL includes coverage for Explosion, Collapse and Underground Hazards.

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Company Profile

Horsepower Electric, Inc. is headquartered in its state-of-the-art facility located in Hialeah, Florida and is a Florida State Certified Electrical And General Contractor specializing in Transportation Lighting, Signalization, and an industry leader in Intelligent Transportation Systems (ITS) since 1985.

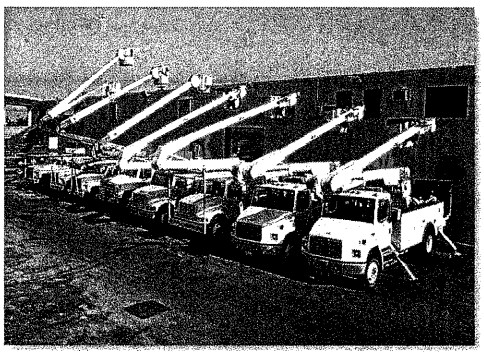
The firm provides a broad spectrum of electrical services to the construction industry, providing talent, resources, equipment, and professional performance to complete every project on budget and on time. Horsepower Electric combines time-tested techniques with leading-edge technology to deliver superior results that consistently exceed clients' expectations.

Since 1996, Horsepower Electric, Inc. has been the contractor for the Street Lighting Pilot Program for Miami-Dade County. Using the PROACTIVE LIGHTING PROGRAM (PLP) for this pilot program, Horsepower Electric has achieved a significant increase in the uptime of all luminaries providing up to 99% efficiency. The PLP program has eliminated a 300 poles three year backlog of pole knockdowns. Today knockdowns are replaced on a daily basis. The PLP approach has been so successful, that other agencies such as Broward County and Florida Department of Transportation have solicited and implemented the PLP.

Horsepower Electric combines the perfect blend of professional talent, technical resources and an unwavering commitment to client satisfaction to produce the highest quality electrical construction for its projects. The firm strives to complete its work with attention to detail, quality, productivity and safety. Horsepower Electric continuously seeks to improve and advance its performance through its professional development programs and quality controls.

Horsepower Electric facilitates a staff of more than 60 electricians, engineers, designers, technicians, and equipment operators. Our achievements are driven by our experienced leaders and talented employees within our company. The way that we care for, develop and encourage our people is an important part of our culture. Our approach to delivering projects is complementary, which means that we are able to put together the best groups to form a tailored project teams to deliver to clients.

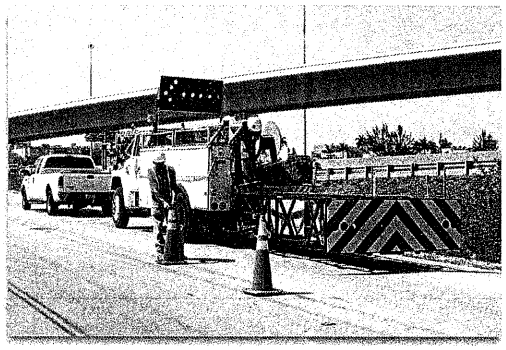
Our facility includes over 60 vehicles, ranging from jobbing vans to 80-foot bucket and boom trucks. All vehicles are inspected on a regular basis and are professionally maintained at our in-house maintenance facility.



The firm's clients include private corporations and public agencies. Its assignments range from small, single-day assignments to large, multi-year contracts. We have provided street light maintenance services for the Past 20 years to the following agencies just to name a few:

- Miami-Dade County
- Miami-Dade County Expressway Authority (MDX)
- City of Weston
- City of Sweetwater
- City of Aventura
- City of Sunny Isles
- Florida Power & Light – North Palm Beach Region

- Florida Power & Light – Treasure Coast
- City of Key West
- City of Miami Springs
- FDOT – District 6
- FDOT – District 4
- FDOT – District 8 (Florida Turnpike)



Horsepower Electric has an excellent safety record and strictly adheres to all safety guidelines and standards set by national, state and city regulatory agencies and trade associations. We ensure the health, safety and welfare of all our employees, customers and people affected by our works. Horsepower Electric has developed its health and safety policy and arrangements with the assistance of its professional safety consultant, and undertakes to monitor the safety performance of all of its operations.

Our Services

Traffic Signalization / Lighting

Horsepower Electric, Inc. is licensed and pre-qualified in Florida to perform traffic signal and lighting work consisting of the following:

- Traffic Signal Light installation, modification and repair
- Traffic Signal Controller installation and maintenance
- High Mast Pole lighting
- Highway and Road Sign installation
- Highway and Street Light installation and repair
- Bridge Lighting
- Sports Lighting

Maintenance

Horsepower Electric performs maintenance for many of its clients and completes these assignments under annual contracts as well as on a select project basis.

Maintenance Services:

- Traffic System Maintenance
- Lighting Maintenance
- ITS Maintenance

Project No.	Project Name	Project Description	Project Address - Location	Client Name	Contract Amount	Project Start Date	Project Completion Date
Contract No. BOAHP07122010	Red Light Camera Traffic Safety Program	Installation of CCTV cameras, photo enforecement cameras, vehicular detectors, and wireless communication systems throughout south and central Florida area.	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Sarasota, Broward, Indian River, Martin, Palm Beach, St. Lucie, Miami-Dade, Monroe County	American Traffic Solutions, Inc.	$ 16,000,000	2008	Current
N/A	Street Light Maintenance	Street Lighting Maintenance	Omni Redevelopment Area; Southeast Overtown/Park West Area	City of Miami CRA	$ 40,000	2011	Current
Contract No. 2013-07	Electrical Repairs and Maintenance	Street & Sportsfield Lighting Repairs	Citywide	City of Weston Public Works and Utilities Dept.	$ 454,454	2013	Current
RFP No. 352306	Design-Build-Operate-Maintain Contract for Street Lighting Design, Installation, Repairs and Maintenance Citywide	Design-Build-Operate-Maintain Contract for Street Lighting Design, Installation, Repairs and Maintenance Citywide	Citywide	City of Miami	$ 7,500,000	2014	Current
Contract No. PNC115695B1	Roadway Traffic & Miscellaneous Construction	Roadway Traffic & Miscellaneous Construction	Various Locations @ Broward County	Broward County Highway Construction and Engineering Division	$ 8,179,480	2018	Current
2017-25	License Plate Reader	Installation of license plate recognition cameras and associated poles, pull boxes, conduits, electrical & fiber optic communication systems	City of Doral	City of Doral	$ 677,787.00	2017	Current
FDOT E6K69	Pedestrian & Bicycle Safety PB	Pedestrian & Bicycle Safety and minor operaltional improvements at various location in Miami Dade County	Countywide	Miami Dade County	$ 1,000,000.00	2018	Current
019-16	N. SR-7 NE Lighting & Landscaping Improvements	Installation of decorative lighting, landscaping and irrigation	SR7 / US441	City of Plantation	$ 1,727,727.00	2018	Current
2017-09	Street Light Pole Upgrades	Installation of new street light poles	Citywide	City of Weston Public Works	$ 544,618.77	2018	Current
T1200109P1	Design-Build Services for Mast Arm Conversion - Group 2	Mast Arm Conversion of 15 Intersections	Various Locations @ Broward County	Broward County Highway Construction and Engineering Division	$ 8,145,334.00	2015	Current
PNC2116244C1	Roadway & Garage Wayfinding Signage at FLL Airport	Installation of static and electronic wayfinding signs throughout FLL airport	FLL Airport	Broward County Aviation Department	$ 14,664,747.00	2019	Current
PO 21900255	Street Lights Electrical Service Replacement	Electrical Service Upgrades	Citywide	City of Weston Public Works	$ 80,000.00	2019	Current

Project No.	Project Name	Project Description	Project Address - Location	Client Name	Contract Amount	Project Start Date	Project Completion Date
PNC2117560C1	Wayfinding Information Signage	Wayfinding Information Signage	Port Everglades	Broward County Seaport Engineering & Const Depart.	$ 3,631,302.65	2020	Current
FDOT E6M37	Traffic Signal Improvements	Traffic Signal Improvements	SR 922 @ NE 10 Ave	FDOT District VI	$ 589,589.00	2020	Current
FDOT T4521	Traffic Signal & Lighting	Traffic Signal & Lighting	SR 823 Flamingo Rd	FDOT District IV	$ 737,736.04	2020	Current
MDX ITB-21-01	Systemwide Lighting Maintenance	Systemwide Lighting Maintenance	Citywide	MDX	$ 585,000.00	2020	Current
FDOT E6M84	Pedestrian Safety Improvements	Pedestrian Safety Improvements	SR 994 @ NW 14 Ave SR 25 btw NW 20 Ave & NW 19 Ave	FDOT District VI	$ 608,490.00	2020	Current
PNC2121309C1	Intersection Improvement	Intersection Improvement	Broward Blvd & 15 Ave	Broward County	$ 341,025.35	2020	Current
FDOT E8S76	Network Field Device Installation	Network Field Device Installation	SR 91	FDOT Turnpike	$ 348,999.30	2020	Current
RPQ No. MIA-AA1412A	MIA Perimeter Intrusion Detection System	MIA Perimeter Intrusion Detection System	MIA Airport	Miami Dade County Aviation Dept.	$ 4,987,766.00	2021	Current
FDOT T6497	Lighting Improvements	Lighting Improvements	NW 79 St, SR 25, SR 934	FDOT District VI	$ 541,368.00	2020	Current

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$ 45.00	$ 55.00
Journeyman/Supervisor	$ 45.00	$ 55.00
Apprentice/Helper	$ 30.00	$ 40.00
Laborer	$ 25.00	$ 35.00
Permit Fee Reimbursement	At Actual Cost	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$ 65.00
Crane for 90' Poles	$ 70.00
Auger w/ pole setter 21 ft. digging depth	$ 50.00
Trencher w/ line layer	$ 30.00
Trencher (7 ft. digging depth)	$ 35.00

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	Imperial Electrical Inc
Authorized Signature:	
Print Name:	Michael Terango
Title:	Pres

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	✓	Completed and Signed Price Proposal Form
√	✓	Acknowledgement of Addenda (if any)
√	✓	Local Preference Form (if applicable)
√	✓	Client Reference Form
√	✓	Bidder/Proposer Questionnaire
√	✓	Vendor Registration Form
√	✓	Licenses and/or Certifications (if applicable)
√	✓	Proof of Insurance
√	✓	Business Tax Receipt [Occupational License(s)]
√	✓	State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√	✓	W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: **Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?**

A.1: **The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.**

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Imperial Electrical
Contractor
Michael Tevargo
Authorized Representative (Printed)
Pres
Title
Signature
5-10-22
Date

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ✓ My Business is located within **Broward County**.

Legal Name of Firm: Imperial Electrical Inc
Taxpayer ID No.: BL-1101652 Federal # 010635999
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE* 951 NW 51 Place
Phone Number: 954-325-7133
Email Address: MTerango@AOL.com
Has the business name changed since it was opened in Broward County? Yes___ No✓
If yes, provide the previous business name:
Date your business was established in Broward County: 8/07
Business License Number: BL-1101652 **Date Issued:**
The business employs 12 (insert a number) full time employees.

✓ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Michael Terango

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of SunRise
Address: 10770 W Oakland Park Blvd
City/State/Zip: SunRise, Fl 33351
Contact: Steve
Title: Parks + Rec
Email Address: Skane @ SunRiseFL.gov
Telephone: 954-478-1990
Scope of Work: Electrical Maitenance Contract
Description of Services Provided: Maintence of Sports, Parking and Street Lighting

2) Name of Client Entity: City of Boca Raton
Address: 201 West Palmetto
City/State/Zip: Boca Raton, Fl 33432
Contact: Wayne Anderson
Title: Facilities Manager
Email Address: WAnderson @ CI.Boca-Raton.Fl.us
Telephone: 561-739-2084
Scope of Work: Electrical Maintenance Contract
Description of Services Provided: Electrical Repairs + New Installation of Parking + Street Lighting

3) Name of Client Entity: Musco Sports Lighting
Address:
City/State/Zip:
Contact: Jason Frucht
Title: Sales Rep South Florida
Email Address: Jason.Frucht @ Musco.com
Telephone: 954-732-5674
Scope of Work: Sports Lighting
Description of Services Provided: Installation + Maintenance of Sports Lighting

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Imperial Electrical Date: 5-10-22

Primary Contact Person for this RFP: Michael Terango

Primary Contact Person Email Address: MTerango@AOL.com

Primary Contact Person Phone Number: 954-325-2133

1. How many years has your firm been in business under its present business name? 20

2. Under what other former name(s) has your firm operated? None

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: (No) **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: (No) **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: (No) **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. None

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: IMPERIAL ELECTRICAL INC

Receipt #: 329-321083
Business Type: ALL OTHERS (STORAGE OF MATERIALS)

Owner Name: IMPERIAL ELECTRICAL INC
Business Location: 5260 NW 10TH TER
FT LAUDERDALE
Business Phone: 9543252133

Business Opened: 11/09/2021
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	3.30	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

IMPERIAL ELECTRICAL INC
5260 NW 10TH TER
FT LAUDERDALE, FL
33309-3165

Receipt #WWW-21-00041218
Paid 11/10/2021 36.30

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	3.30	0.00	0.00	36.30

Receipt #WWW-21-00041218
Paid 11/10/2021 36.30

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☑

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)
Imperial Electrical Inc

Mailing Address: 11821 NW 11 St
Plantation, Fl 33323

Remit to Address
(If Different from Mailing Address):
951 NW 51 Place Ft Laud Fl 33309

Contact Name:
Michael Terango

Telephone:
954-375-7133

Federal Tax ID Number:
01-0635999

Fax Number:

Company Email Address:
MTerango@AOL.com

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Mike Terango	954-375-7133
Jordan Twist	954-336-1553
Bobby Novak	954-766-9111

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

City of Boca Raton = 2019-006
City of SunRise = 16-18-02 CM
City of Plantation = 072-21
City of FtLaud = ITB 12452-513
City of Lighthouse Point = 2022-003
City of Weston = RFIQ22-001
City of Miami Gardens = 16-17-029
City of Coral Springs = 17-B-008F

Products & Services

In the space provided below please indicate any product or services that your firm provides

See Attached Next Page

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

COMPANY RESUME

To: Town of Davie 3/29/2022

Imperial Electrical specializes in Government, State and Municipal projects ranging from $100 to $2,000,000. We maintain a small to medium size company to allow us to provide a more hands on approach when working with government agencies. From start to finish of any project you work directly with management who will be involved from pricing to final payment. We believe and have had great success with this approach as our track record shows.

Presently we hold maintenance contracts with the City of Sunrise, City of Hollywood, Boca Raton, Town of Davie, Miami Gardens, Town of Pembroke Park, Coral Springs, Cooper City, City of Port St Lucie, and D.O.T. Turnpike Toll Plaza's and Service Plaza's which are one year up to 3 year contracts. We are on our twelfth year with the City of Sunrise and fifteenth year with DOT Turnpike Maintenance and Emergency Service from Ft Pierce to Homestead. Broward County has selected our company as one of seven approved electrical contractors for small project vendor list. We have been doing business with Broward County for over 15 years on projects from $1000 to $1,000,000 and have established a quality reputation with this agency.

We have a division within the company that primarily does sports lighting maintenance and installation for the past 20 years. Our equipment is all owned and operated by Imperial Electrical to provide the quality and timely installation and service of sports lighting to our customers.

We also offer design build services from engineering to design and development. Many of our projects have been redesigned and value engineered by our company to provide cost savings and bring projects to within budget.

Please find the attached list of some completed projects for Government agencies that we have completed recently.

Ownership Disclosure

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

Full Legal Name	Address	Ownership %
Michael Terango	11871 NW 11 St Plantation	50
Tracy Terango	11871 NW 11 St Plantation	50

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

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	Michael Terango	11871 NW 11 St Plantation
Vice President:		
Secretary:	Tracy Terango	11871 NW 11 St Plantation
Treasurer:		
Registered Agent:		

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Imperial Electrical does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☑

E-VERIFY FORM

Company/FirmName: Imperial Electrical Inc

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael Terango, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☒

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☒ NO

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

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed
Michael Terango Pres

Authorized Signature

Date
5-10-22

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TERANGO, MICHAEL ANDREW

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13007820

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067	CONTACT NAME: Darcy Silver PHONE (A/C, No, Ext): (954) 764-9099 FAX (A/C, No): (954) 960-6357 E-MAIL ADDRESS: darcy@tisinsfl.com
INSURED Imperial Electrical Incorporated 11821 NW 11th Street Plantation FL 33323	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nationwide Ins Co Of Amer — 25453 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : FFVA Mutual Insurance Co — 31321 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL21101502166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ACP CG013210172897	10/22/2021	10/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACP CU043210172897	10/22/2021	10/22/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0032839-2021A	10/22/2021	10/22/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders' Risk			ER73879881	06/24/2021	06/24/2022	Installation Limit	$456,750

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886

PROGRESSIVE COMMERCIAL

Policy number: 02803122-1
Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
May 12, 2022

Certificate of Insurance

Certificate Holder

TOWN OF DAVIE
6591 ORANGE DRIVE
DAVIE, FL 33314

Insured

IMPERIAL ELECTRICAL
INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE, FL 33309

Agent/Surplus Lines Broker

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 22, 2021 Policy Expiration Date: Oct 22, 2022

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	$50,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	$10,000 W/WORKERS COMP - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 FORD F350 SUPER DUTY 1FDRF3G65BEA64473			
		Stated Amount	$19,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2013 INTL 430 3HAMMAAN2DL153991			
		Stated Amount	$35,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2013 CHEVROLET EXPRESS CUTAWAY 1GB0G2CG5D1176238			
		Stated Amount	$15,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2012 INTL 750 1HTWWAZT8CJ411658			
		Stated Amount	$100,000

Continued

COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED

2013 CHEVROLET EXPRESS CUTAWAY 1GB0G2CG8D1106281

Stated Amount $15,000

COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED

Certificate number

13222NET122

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828-5195

Business ID: BL-1101652 **Business Name:** TERANGO,MICHAEL ANDREW

Business Address: 951 NW 51 PL

MICHAEL ANDREW TERANGO
IMPERIAL ELECTRICAL INC
11821 NW 11 ST
PLANTATION FL 33323

TAX CATEGORIES

406309 ELECTRICAL CONTRACTOR

Contact: MICHAEL ANDREW TERANGO
Business Email: Mterango@Aol.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email [illegible] and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than $3.00, no more than $25.00.
- If you have sold your business, please email a copy of the Bill of Sale to [illegible] and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than $3.00, no more than $25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

[illegible]



Detail by Entity Name

Florida Profit Corporation
IMPERIAL ELECTRICAL INCORPORATED

Filing Information

Document Number	P02000017808
FEI/EIN Number	01-0635999
Date Filed	02/13/2002
State	FL
Status	ACTIVE

Principal Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Mailing Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Registered Agent Name & Address

TERANGO, TRACY L
951 NW 51 Place
Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

Officer/Director Detail

Name & Address

Title D

TERANGO, TRACY L
11821 NW 11TH ST.
PLANTATION, FL 33323

Title P

TERANGO, MICHAEL A

11821 NW 11 ST
PLANTATION, FL 33323

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/11/2021
2022	01/25/2022

Document Images

View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Imperial Electrical Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11821 nw 11 street

Requester's name and address (optional)
Town of Davie

6 City, state, and ZIP code
Plantation, Fl 33323

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
0	1	–	0	6	3	5	9	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► _____ Date ► 5-10-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Universal
Electric of Florida, Inc.
6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

RFP # RM-22-42

Streets & Sports Field Lighting Repair services

Proposer:

Universal Electric of Florida Inc.
6784 NW 17th Ave
Fort Lauderdale FL 33309
Tel: 954-484-5233

Date:

May 12th 2022

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	✓	Completed and Signed Price Proposal Form
√	✓	Acknowledgement of Addenda (if any)
√	✓	Local Preference Form (if applicable)
√	✓	Client Reference Form
√	✓	Bidder/Proposer Questionnaire
√	✓	Vendor Registration Form
√	✓	Licenses and/or Certifications (if applicable)
√	✓	Proof of Insurance
√	✓	Business Tax Receipt [Occupational License(s)]
√	✓	State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√	✓	W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$ 67.00	$ 94.00
Journeyman/Supervisor	$ 49.00	$ 67.00
Apprentice/Helper	$ 33.70	$ 44.50
Laborer	$ 22.90	$ 32.80
Permit Fee Reimbursement	**At Actual Cost**	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$ 85.00
Crane for 90' Poles	$ 175.00
Auger w/ pole setter 21 ft. digging depth	$ 125.00
Trencher w/ line layer	$ 58.00
Trencher (7 ft. digging depth)	$ 76.00

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name: Universal Electric of Florida Inc
Authorized Signature:
Print Name: Phillip L Kroyman Jr.
Title: President

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: **Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?**

A.1: **The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.**

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Universal Electric of Fla Inc.
Contractor
Phillip L. Krayman Jr.
Authorized Representative (*Printed*)
Pres
Title
Signature
5/11/22
Date

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. X My Business is located within **Broward County**.

Legal Name of Firm: Universal Electric of Florida Inc
Taxpayer ID No.: 59-1898508
Physical Address: 6784 NW 17TH AVE FORT LAUDERDALE FL 33309 *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number: 954-484-5233
Email Address: PHIL@UNIVERSALPHILCO.COM
Has the business name changed since it was opened in Broward County? Yes___ No X
If yes, provide the previous business name: N/A
Date your business was established in Broward County: 1979
Business License Number: EC13001975 **Date Issued:** 8/01/2020
The business employs 50 **(insert a number) full time employees.**

X **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Phillip L Kroyman Jr

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: CITY OF AVENTURA
Address: 19200 WEST COUNTRY CLUB DR.
City/State/Zip: Aventura, FL 33180
Contact: Alan Levine
Title: Assiatant PW/T Director
Email Address: alevine@cityofaventura.com
Telephone: 305-466-8931
Scope of Work: Electrical Service Maintenance
Description of Services Provided: Perform Electrical Service Maintenance as needed

2) Name of Client Entity: TOWN OF PALM BEACH
Address: 951 OKEECHOBEE ROAD
City/State/Zip: West Palm Beach FL 33401
Contact: Paul Coby
Title: Facilities Director
Email Address: pcolby@townofpalmbeach.com
Telephone: 561-227-7019
Scope of Work: Electrical Service Maintenance
Description of Services Provided: Perform Electrical Service Maintenance as needed

3) Name of Client Entity: SCHOOL BOARD OF BROWARD COUNTY
Address: 3810 NW 10 AVE
City/State/Zip: Oakland Park FL 33309
Contact: Daniel Montemayor
Title: Foreman
Email Address: daniel.montemayor@browardschools.com
Telephone: 754-321-4658
Scope of Work: Electrical Service Maintenance
Description of Services Provided: Perform Electrical Service Maintenance as needed

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Universal Electric of Florida Inc Date: 05/11/2022

Primary Contact Person for this RFP: Phillip L Kroyman Jr

Primary Contact Person Email Address: phil@universalphilco.com

Primary Contact Person Phone Number: 954-484-5233

1. How many years has your firm been in business under its present business name? 43

2. Under what other former name(s) has your firm operated? n/a

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: n/a

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: n/a

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: n/a

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. n/a

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com ✓

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   N/A

2. Additional remarks:

   N/A

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
Additional Business Qualification

KROYMAN, PHILLIP L

UNIVERSAL ELECTRIC OF FLORIDA INC
6784 N.W. 17TH AVENUE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13001975

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 3250 N 29th Ave Hollywood FL 33020	CONTACT NAME: Fabian Piorno PHONE (A/C, No, Ext): (954) 963-6668 FAX (A/C, No): E-MAIL ADDRESS: fpiorno@risk-strategies.com
INSURED Universal Electric of Florida, Inc. 6784 NW 17th Ave Fort Lauderdale FL 33309	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FCCI Insurance Group INSURER B: FCCI Insurance Co INSURER C: Federal Insurance Co — 20281 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2222860265 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		GL10003785104	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Waiver of Subrogation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y		CA10005540102	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 20,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10005540402	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC010006704002	03/01/2022	03/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine			45468354	03/01/2022	03/01/2023	Contractors' Equipment	43,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Davie and the Davie Community Redevelopment Agency are included as an additional insured as respects the General Liability and Auto Liability.

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MB Christian

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AGENCY CUSTOMER ID: 00134670

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Universal Electric of Florida, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

** Workers Compensation Coverage **
Blanket Waiver of Subrogation is provided when required by written contract.

** General Liability Coverage **
Blanket Additional Insured Endorsement CGL 084 (10 13) Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement with your ongoing operations and products-completed operations. Automatic primary and non-contributory when required in a written contract or agreement.

First Choice Contractors Liability Endorsement CGL 088 (10 13) Automatic additional insured coverages: Covers a person or organization with respect to liability for damages in whole or in part by your work under a written agreement (eliminates sole negligence); Owner, Lessor or Manager of premises; Mortgagee, assignee, or receiver of premises; State or political subdivisions permits only; Lessor of leased equipment; vendors.
Blanket Waiver of Subrogation when required by written contract.

*** Equipment Floater ***
Replacement Cost valuation for Equipment 5 years old or newer.

Commercial Auto
Additional Insured by Contract, Agreement or Permit & Waiver of Transfer of Rights of Recovery against others to us coverage by Business Auto Coverage Enhancement Endorsement CA 88 10 01 10.

Excess Liability
Excess/Umbrella Liability policy follows form.

Cancellation
10 days before the effective date of cancellation for non-payment of premium
45 days before the effective date of cancellation for any reason other than non-payment of premium.

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: UNIVERSAL ELECTRIC OF FLORIDA INC

Receipt #: 181-3166
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICIAN/FIRE ALARM CONTRAC)

Owner Name: PHILLIP L KROYMAN JR/QUAL
Business Location: 6784 NW 17 AVE
FT LAUDERDALE
Business Phone: 954-484-5233

Business Opened: 08/23/2007
State/County/Cert/Reg: EC13001975
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only						
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

PHILLIP L KROYMAN JR/QUAL
6784 NW 17 AVE
FORT LAUDERDALE, FL 33309

Receipt #1CP-20-00009862
Paid 07/21/2021 27.00
07/19/2021 Effective Date

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT



Detail by FEI/EIN Number

Florida Profit Corporation
UNIVERSAL ELECTRIC OF FLORIDA, INC.

Filing Information

Document Number	610808
FEI/EIN Number	59-1898508
Date Filed	02/22/1979
State	FL
Status	ACTIVE

Principal Address

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309

Changed: 03/26/2009

Mailing Address

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309

Changed: 03/26/2009

Registered Agent Name & Address

KROYMAN JR, PHILLIP L
512 N.E. 8TH AVENUE
DEERFIELD BEACH, FL 33441

Name Changed: 02/17/2002

Address Changed: 01/07/2005

Officer/Director Detail

Name & Address

Title PST

KROYMAN JR, PHILLIP L
512 NE 8TH AVENUE
DEERFIELD BEACH, FL 33441

Title VP

Kroyman, Tammy
512 NE 8th Ave
Deerfield Beach, FL 33441

Annual Reports

Report Year	Filed Date
2020	01/03/2020
2021	01/04/2021
2022	02/03/2022

Document Images

02/03/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/03/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
05/11/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
03/19/2008 -- ANNUAL REPORT	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
02/17/2002 -- ANNUAL REPORT	View image in PDF format
01/24/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- ANNUAL REPORT	View image in PDF format
01/22/1997 -- ANNUAL REPORT	View image in PDF format
02/23/1996 -- ANNUAL REPORT	View image in PDF format
05/31/1995 -- ANNUAL REPORT	View image in PDF format

State of Florida
Department of State

I certify from the records of this office that UNIVERSAL ELECTRIC OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on February 22, 1979.

The document number of this corporation is 610808.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 3, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 9084274713CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 03, 2022
Secretary of State
9084274713CC

DOCUMENT# 610808

Entity Name: UNIVERSAL ELECTRIC OF FLORIDA, INC.

Current Principal Place of Business:

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309

Current Mailing Address:

6784 NW. 17TH AVENUE
FORT LAUDERDALE, FL 33309 US

FEI Number: 59-1898508

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

KROYMAN JR, PHILLIP L
512 N.E. 8TH AVENUE
DEERFIELD BEACH, FL 33441 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PST	Title	VP
Name	KROYMAN JR, PHILLIP L	Name	KROYMAN, TAMMY
Address	512 NE 8TH AVENUE	Address	512 NE 8TH AVE
City-State-Zip:	DEERFIELD BEACH FL 33441	City-State-Zip:	DEERFIELD BEACH FL 33441

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PHILLIP L KROYMAN JR — PRESIDENT — 02/03/2022

Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Universal Electric of Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6784 NW 17th Ave.

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	8	9	8	5	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/1/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Universal
Electric of Florida, Inc.
6784 NW 17th Ave., Ft. Lauderdale, FL 33309
State Certified Electrical Contractor
Office 954.484.5233 Fax 954.484.5487
www.universalphilco.com

Universal Electric has extensive guidelines in place for managing our maintenance and contracting services. We employ real hands on approach with direct customer contact for all our current and future maintenance or contracting projects. We will assign the city a service manager for all maintenance projects and a project manager for all contracting projects.

Universal Electric has a large highly skilled and well equipped service department. Our fulltime office personnel is available from 7am to 4:30pm and is always ready to forward your Service needs to the correct person. A knowledgeable workforce of service technicians equipped with a fully stocked service truck prepared to handle any and all of your maintenance needs. All of our Technicians have a smart phone and are available for 24hour on-call service 7 days a week. With a 6,000 square foot office/warehouse and open accounts at several electric distributors throughout the tri-county area getting the materials at a competitive price for any project is never a problem.

Planned projects are another area where the City can benefit enormously from Universal Electric's 32 years of local contracting experience. Our Experienced team has work on countless educational projects, from small renovations to larger projects.

We have the equipment, the resources, the knowledge and experience to undertake any project generated by the city. Our staff includes a fulltime estimator, office manager, project managers, field supervisors, journeyman electricians, and several electrical apprentices that are always prepared to handle any project, large or small. Furthermore, Universal Electric is a state certified electrical contract with the bonding capacity for multi-million dollar public and private projects. Our large bonding capacity is good indications of the financial strength and stability of our company and valuable asset to any customer.

The personal safety of each employee and customer is one of Universal Electric's primary concerns. We believe that a successful program must embody the proper attitude of each employee and supervisor; this requires Cooperation in all safety matters.

Supervisors and key Personnel of universal's Employees are 30 hour OSHA trained and certified. In addition, Universal Electric is a drug free workplace (DFWP). We also require weekly tool box talks that are to be signed by each employee. We strongly believe that is has a large part in achieving our exceptional Workman's Compensation Experience modification of .73 in 2022.

Proposer's Procedures:

Universal Electric's standard procedures for scheduling, managing and completing any project are divided into two divisions.

Universal Electric strives on making every job go as smoothly as possible. We have very skilled supervisors to assist in making this happen. Due to the nature of the scope of work involved with the Collegewide electrical contract, we believe by Scoping out, planning and coordinating, this will allow us to specifically modify our current procedure in order to comply with new and ongoing projects that may arise during the length of the contract.

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Proposed Methodology

A. Proposer's Procedures:

Universal Electric's standard procedures for scheduling, managing and completing any project are divided into two divisions. One division for the Service and Maintenance projects and another division for the Planned and or Contracted projects. Each division is equipped with knowledgeable personnel prepared to handle ANY task.

Depending on the type of work required, the College Representative will be assigned a Division Manager. The College has the option to contact our Office Staff who will direct their call to the appropriate Manager or to contact the Division Manager directly.

Emergency Service and or Maintenance Projects:

Universal electric has a large, highly skilled equipped Service Division. Locally owned and operated with all of our Service Technicians equipped with a fully stocked Service Truck and smart phone, we effortlessly provide 24 hour 7 day on call service to all our clients.

Upon receipt of directive to precede either verbally or by purchase order from the College, Universal Electric will schedule the specified work accordingly. All normal requested service work will be scheduled within 24 hours or as directed by the College's Representative. All Emergency requested service will be scheduled immediately by our Service Manager and a Universal Electric Service Technician and Service Truck will be dispatched and on-site within (2) hours. Once the repairs have been made the Service Technician will complete a detailed work order identifying the materials and man-hours required to complete the repairs. This work order will be reviewed with a College Representative for final approval. All Invoices will be generated from the College's Purchase order and Universal electric's field Work Orders.

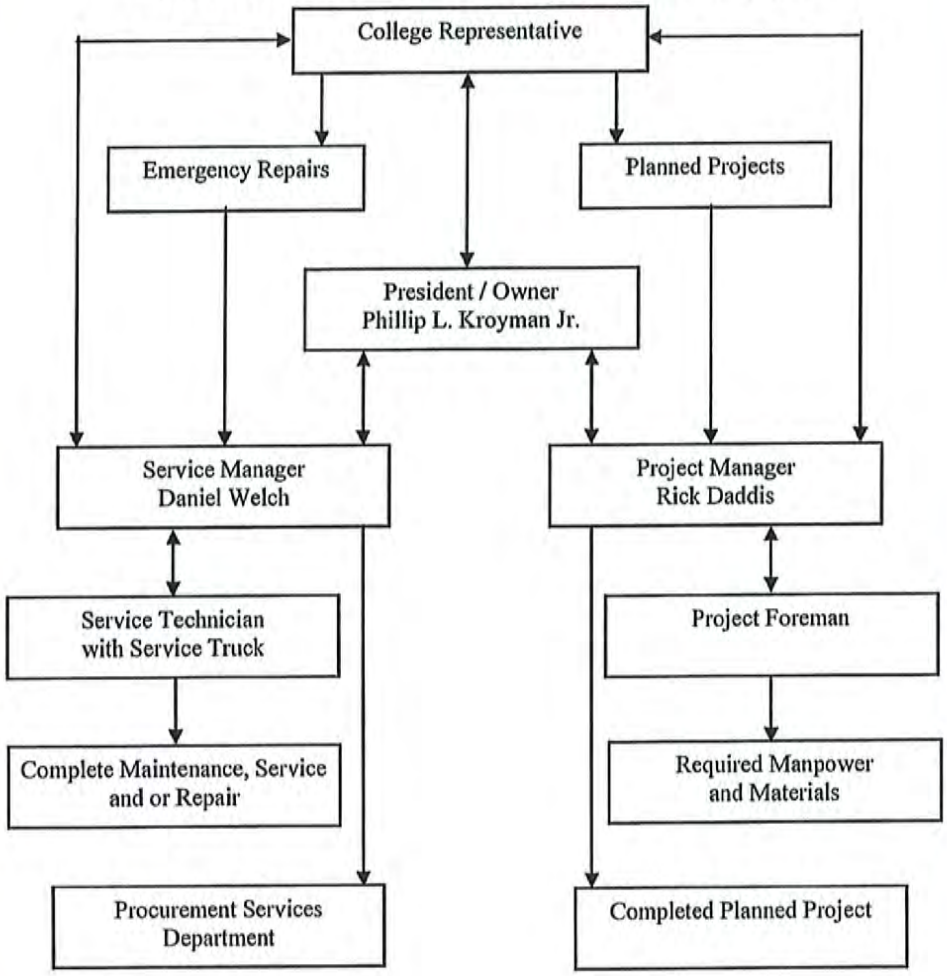
Planned Projects:

Universal Electric has worked on Educational Projects for over 30 years. Our knowledge of the codes including but not limited to: SREF, N.E.C. and the Florida Building Code is extensive. We have the experience of both Open End and Service Maintenance Contracts with the School Board of Broward County. This past experience coupled with the contract we currently have with Broward College will prove to be both beneficial and useful to the College.

Once Universal Electric receives a Planned project form the College our Project Manager will contact the College Representative to schedule a meeting to review the Scope of Work. Once the Scope of Work is clarified and any estimates are approved, the Project Manager will assign a Field Supervisor for the Project. The Field Supervisor will assure that the project has the manpower and materials required to complete the project. The Field Supervisor and the Project Manager will meet on a weekly basis to review the project and update the College Representative accordingly to ensure Universal Electric meets the clients needs and exceeds their expectations.

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Coordination / Communication Chart



Universal
Electric of Florida, Inc.

Date: June 16TH 2022
Re: Town of Davie Electric Bid RFP-RM-22-42
Attn: Rebecca Moreau

To whom it may concern,

Please let this letter reflect that Universal Electric has been in Business since 1979 and has extensive service and maintenance experience with several Government agencies including various educational institutions. We currently provide electric service and maintenance to the Cities of Aventura, Boca Raton, Weston, the Town of Palm Beach, and The School Board of Broward County. Universal has provided service and maintenance type work for the past 20 years in the City of Aventura and with The School Board of Broward County.

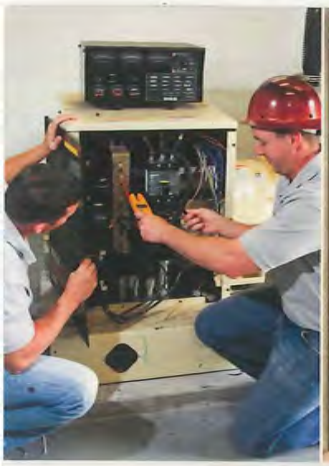
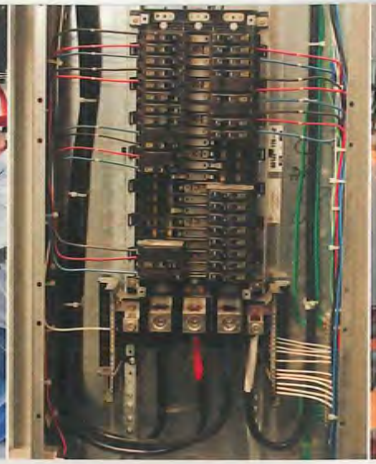
Please refer to our client reference sheet which includes the City of Aventura, the Town of Palm Beach, and The School Board of Broward County as mentioned above. Broward College is another example of our electrical maintenance contracts in which we have served strong for the past six years. We hope these will serve as our relevant work experience.

Universal Electric is always looking to expand our contracting services and look forward to serving you the best we know how to. Please see our personal flyer for more information on our values and various clientele here at Universal Electric of Florida.

Sincerely,

Phillip L Kroyman Jr.

(President)






Quality, Value, Dependability

Universal Electric of Florida provides high quality professional electrical services to clients in Palm Beach, Broward, and Miami-Dade Counties. Our experienced team has developed strong client relationships with corporate and public-sector facilities managers, general contractors, business people and homeowners. We've built a reputation for quality, value, and dependability.

Along with being fully licensed and insured, Universal Electric of Florida has large aggregate bonding capacity for multi-million dollar public and private projects.

Safety is always a top priority, and we stand behind every job we do.

24 Hour Emergency Service

Construction Division

New Construction
Tenant Improvements
Healthcare
Renovations

Service Division

Commercial Service
Parking Lot and
Exterior Lighting Maintenance
Healthcare Facilities
Service Contracts
Generator Installations
Lighting Upgrades
Service Upgrades

Licensed and Insured | Philco State License #13001664

Some of Our Clients Include:

Service

City of Hollywood
City of Aventura
Town of Lauderdale by the Sea
Holman Honda
Integrity Property Management, Coral Springs, FL
C & S Premier Properties, Boca Raton, FL
Panera Bread
Sun City Produce, Pompano Beach, FL
Coral Cadillac, Pompano Beach, FL
Cleveland Clinic Florida
Florida Department of Transportation
The School Board of Broward County
JELD-WEN Windows and Doors

Construction

James A. Cummings Inc.
Padula & Wadsworth Construction Inc.
Stiles Construction
D. Stephenson Construction, Inc.
Kaufman Lynn Inc.
Hewett-Kier Construction
Sessoms Construction Company, Inc.
Lambert Bros., Inc.
T & G Constructors
The School Board of Broward County

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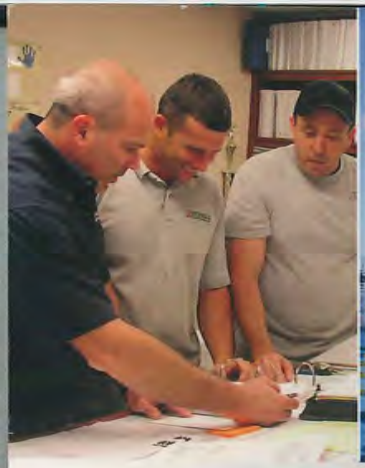
24 Hour Emergency Service

Service Maintenance

Electrical Installation/Construction

Public, Commercial, Residential

www.UniversalPhilco.com








Deep Roots in the Trade

Fred Foster and John Godfrey, who built a solid reputation in South Florida for providing quality electrical services at competitive rates, founded Universal Electric of Florida, Inc. in 1979. Phillip Kroyman joined the company in 1984. After working there for eight years, Phil started his own company, Philco Electric, providing residential and light commercial services. In 1999, Universal and Philco merged under the name Universal Electric of Florida.

An Experienced Team

As company owner, Phil heads up a talented team of Project Managers, Service Managers, Field Supervisors and Estimators, most with 20+ years of professional electrical experience in South Florida. Furthermore, all of our employees are OSHA trained and certified.

Our staff includes licensed Master Electricians, Journeyman Electricians, and Apprentices. We're proud to say that about 30 percent of our field workers are enrolled in the Electrical Apprenticeship program at the Associated Builders and Contractors Institute in Coconut Creek, Florida, working toward Journeyman status.

Service Division

Universal Electric of Florida has a large, highly skilled, well-equipped service division. We provide 24-hour on-call service from knowledgeable personnel capable of handling jobs of all sizes in an efficient and professional manner. Day or night, we're there for you.

- Commercial Service
- Parking Lot and Exterior
- Lighting Maintenance
- Healthcare Facilities
- Service Contracts
- Generator Installations
- Lighting Upgrades
- Service Upgrades

Construction Division

- New Construction
- Tenant Improvements
- Healthcare
- Renovations

"We do whatever it takes to make our clients happy."

Phil Kroyman
President

We are a certified DBE (Disadvantaged Business Enterprise) in Broward County, and members of both the National Fire Protection Association and the Construction Association of South Florida.

954.484.5233

- 24-Hour Commercial Service, 7 Days a Week
- Electrical Repairs and Maintenance
- New Construction, Tenant Improvements and Renovations
- Bucket Truck for Reaching High Elevations
- Street, Building and Parking Lot Lighting
- Emergency Generator Installations

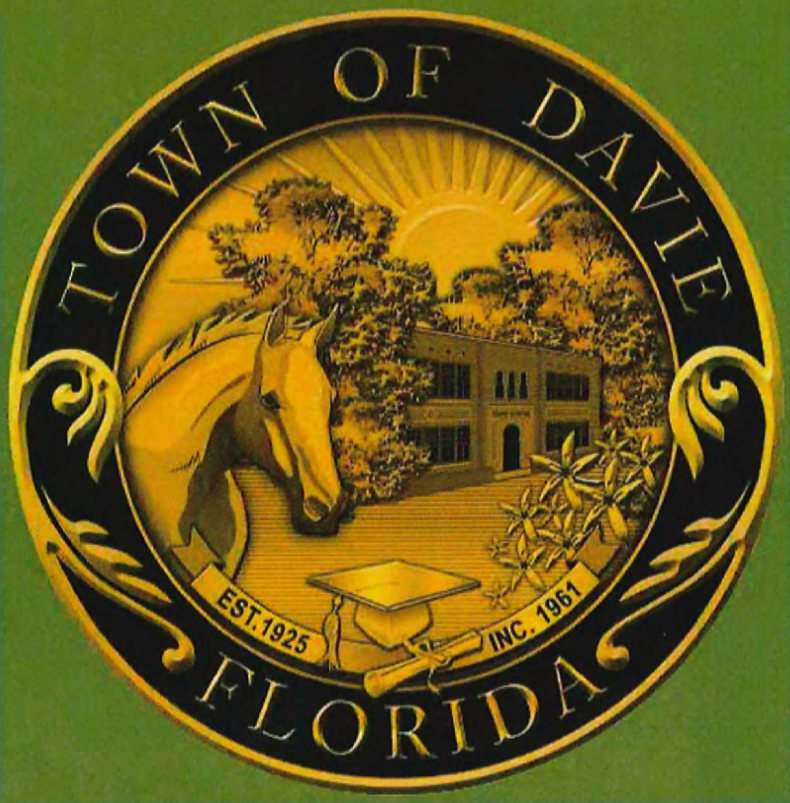
Universal Philco
Electric of Florida, Inc.

Phil Kroyman
President

954.484.5233
Fax: 954.484.5487
6784 NW 17th Ave., Ft. Lauderdale, FL 33309

Phil@UniversalPhilco.com | www.UniversalPhilco.com

TOWN OF DAVIE



VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ■

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)
Universal Electric of Florida Inc

Mailing Address:
6784 NW 17th Ave Fort lauderdale FL 33309

Remit to Address
(If Different from Mailing Address):

Contact Name:
Phillip L Kroyman Jr

Telephone:
954-484-5233

Federal Tax ID Number:
59-1898508

Fax Number:
954-484-5487

Company Email Address:
phil@unviersalphico.com

Business Website (If Applicable):
www.universalphilco.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Phillip L Kroyman Jr	954-214-0089
Daniel Welch	954-638-6288

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Yes,
Town of Palm Beach ITB2018-11 ONGOING-
Provide electric maintenance services as needed.

City of Aventura 22-02-24-3 ACTIVE- Provide
electric maintenance services as needed.

School Board of Broward County 18-098C ACTIVE-
Provide electric maintenance services as needed

Products & Services

In the space provided below please indicate any product or services that your firm provides

24-hour commercial service, 7 days a week
Electrical repairs and maintenance
New construction, tenant improvements & renovations
Bucket truck for reaching high elevations
Street, building, and parking lot lighting
Emergency generator installations
Due to the nature of the scope of work involved with the Town of Davie contract, Universal Electric feels very strongly that we are well suited to meet the requirements of the proposed contract. Given the opportunity, we would like to utilize our capabilities and expertise to maintain a staple within our local education community. Our combined 30 years of experience with electrical systems of varying complexity from UPS systems to generator back-up systems enables us to under-stand and provide the services necessary to fulfill the contract requirements. Every project will have the supervision and man-power to complete tasks on time, as outlined within the contract or as requested by authorized personnel. Our project managers and field supervisors make it their priority to plan projects with minimal impact as well as handle problems quickly and efficiently as they arise.

Ownership Disclosure

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

Full Legal Name	Address	Ownership %
Phillip L Kroyman Jr.	6784 NW 17th Ave Fort Lauderdale Fl 33309	100%

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

Full Legal Name	Address
n/a	n/a

3. The officers of the Corporation are as follows:

	Name	Address
President:	Phillip L Kroyman Jr	6784 NW 17th Ave Fort Lauderdale FL 33309
Vice President:	Tammy Kroyman	6784 NW17th Ave Fort Lauderdale FL 33309
Secretary:		
Treasurer:		
Registered Agent:		

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

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

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

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

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

Packages And Deliveries

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

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

UNIVERSAL ELECTRIC OF FLORIDA INC does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☑

E-VERIFY FORM

Company/FirmName:

UNVIERSAL ELECTRIC OF FLORIDA INC

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Phillip L Kroyman Jr, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☑

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☑ NO

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

Name:	Relationship:
n/a	n/a

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Phillip L Kroyman Jr. (PRESIDENT)

Name & Title, Typed or Printed

Authorized Signature

05/11/2022
Date

Upright Electrical Services LLC
Company Submitting Bid

REQUEST FOR PROPOSALS

RFP NO.	**RM - 22 - 42**
TITLE	**Streets & Sports Field Lighting Repair Services**
AVAILABLE	**Thursday, April 21, 2022**
NON-MANDATORY PRE-PROPOSAL CONFERENCE	**Friday, April 29, 2022, at 10:00 PM EST** **Meeting Information** Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6 Meeting number: 2341 838 1307 Password: J3FkaNzdM32 (53352693 from video systems) Join by video system Dial 23418381307@daviepurchasing.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2341 838 1307
DUE DATE	**02:00 PM EST on Thursday, May 12, 2022**
SUBMIT TO	**DEMANDSTAR**
REVIEW MEETING	**TBD**
ESTIMATED BUDGET	**$157,000.00/YEAR**
BONDS	**N/A**

Download Bid Information for Free at: **https://www.davie-fl.gov/bids**

Town of Davie Supplier Central: **https://www.davie-fl.gov/877/Supplier-Central**

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

TOWN OF DAVIE
RFP NO. RM-22-42
REQUEST FOR PROPOSALS
Streets & Sports Field Lighting Repair Services

Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **02:00PM EST on Thursday, May 12, 2022,** for **RFP NO. RM-22-42 Streets & Sports Field Lighting Repair Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.50 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **May 04, 2022**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through** www.demandstar.com**.** A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D" located at 8800 SW 36th St., Davie, FL 33328, after the due date/time noted above.

Requirements (in relation to the COVID-19 Pandemic):
- **Inform guard upon entry of attendance to this meeting**
- **The Town of Davie is requiring all visitors to its indoor facilities to wear a mask. The rule applies to all individuals regardless of vaccination status.**

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m0bf1aadfc0eb9bf17af7eddeb7f7fe81
Meeting number:
2347 810 1406
Password:
E3GhkMQw4g3 (33445679 from video systems)

Join by video system
Dial 23478101406@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2347 810 1406

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

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

Brian K. O'Connor
Procurement Manager
Town of Davie

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

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

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	• Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions	Attached

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

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

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

Bid: The written offer of a Bidder to perform the work or service.

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

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

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

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at https://www.davie-fl.gov/list.aspx.

1.3 LOCAL PREFERENCE

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

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

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

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

(b) Process.

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

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

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

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

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

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

regulations, or policies prohibit the use of local preferences.
(5) Sole source or single source purchases.
(6) The "local vendor" is either non-responsive or non-responsible.
(7) All bids submitted exceed the budget amount for the project.
(8) Emergency purchases.
(9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

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

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

B. The Town will maintain documentation on its own website at https://www.davie-fl.gov/411/Procurement for general public information and posting requirements.

C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at https://www.davie-fl.gov/411/Procurement.

1.8 ADDENDA

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

1.9 REJECTION OF BIDS

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

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

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

1.12 CONFLICTS WITHIN THE BID SOLICITATION

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

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

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

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

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

To the Town:
Project Manager
Town of Davie
Attention: Reynaldo Edwards, Facilities Superintendent
Phone: 954-797-1216
Fax: 954-797-1246

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

To the Contractor

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

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

1.18 EMPLOYEES

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

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

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation were obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regard to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

(1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.

(2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

(1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

(d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.

(e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.

(f) Protest limitations:

(1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.

(3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

(g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars ($10,000.00), whichever is less. In the case of unit cost contracts, discount, or percentage-based contracts the full ten thousand dollars ($10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.

(h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

(i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

(j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

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

1.22 DISQUALIFICATION OF BIDDERS

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

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.

B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

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

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

1.25 FRAUD AND MISREPRESENTATION

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

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:
1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

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

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

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The

Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

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

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

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

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

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

to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.35 COPELAND "ANTI-KICKBACK"

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

1.36 CONFLICT OF LAW

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

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

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

1.38 QUANTITIES

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

1.39 DELIVERY, INSPECTION & TITLE

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

1.40 WARRANTY

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

1.41 CLAIMS

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

1.42 CONTRACT RENEWAL

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

1.43 MODIFICATION OF CONTRACT

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

1.44 SAFETY DATA SHEET (SDS)

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

1.45 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES

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

1.47 PUBLIC ENTITY CRIMES

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

1.48 DISCRIMINATION

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

1.49 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free

workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any 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 any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.50 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.
(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.
(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.

d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.
e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be found at: https://www.davie-fl.gov/411/Procurement.

1.54 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final

selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.55 CONFIDENTIALITY

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

1.56 ORDER OF PRECEDENCE

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

A. The terms and conditions of the agreement

B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.57 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.58 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

which is approved and executed in writing by the Town and the Contractor.

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

1.59 PRICING

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

1.60 GUARANTEE

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

1.61 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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

1.62 INDEPENDENT CONTRACTOR RELATIONSHIP

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

be that of an independent contractor and not as employees and agents of the Town.

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

1.63 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.64 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.65 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

1.66 AUDITS

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

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

1.67 SUBSTITUTION OF PERSONNEL

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

1.68 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of

the same general type which is required to be performed under the Agreement.

E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.69 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES, AND EXPLANATIONS

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

1.70 SEVERABILITY

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

1.71 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation, or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney’s fees and costs.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town’s and the CRA's right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town’s Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date").

2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property.

3. Cancel orders.

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.72 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis.

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement.

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA

receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.73 REMEDIES IN THE EVENT OF DEFAULT

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

A. Lost revenues.

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

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

1.74 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual

property rights in the performance of the Work.

1.75 PROPRIETARY INFORMATION

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

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

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

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

1.76 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such

licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.77 ETHICS

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

1.78 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

D. Florida Building Code (FBC).

E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.79 NONDISCRIMINATION

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

1.80 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a

proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.81 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.82 BANKRUPTCY

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

1.83 GOVERNING LAW

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

1.84 SURVIVAL

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

1.85 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.86 ASBESTOS STATEMENT

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

1.87 VERBAL INSTRUCTIONS PROCEDURE

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

1.88 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All-Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.89 EQUITABLE ADJUSTMENT

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

1.90 PROHIBITION OF INTEREST

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

1.91 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.92 E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.93 FORCE MAJEURE

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

1.94 BUDGETARY CONSTRAINTS

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

1.95 ANNEXATION

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

1.96 LITIGATION VENUE

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

1.97 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits

of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.98 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

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

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

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

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

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

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

1.100 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery,

falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor.

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract.

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor.

d. If a party made material misrepresentations in response to or related to a solicitation.

e. If a party is debarred by another governmental entity.

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Cone of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.101 EMPLOYEE BACKGROUND VERIFICATION

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

1.102 PROHIBITION AGAINST LOBBYING

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

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

1.103 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

2.1 INSURANCE TYPES

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

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

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

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

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

6. Professional Liability Insurance including Errors and Omissions with minimum limits of $1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

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

8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

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

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 COMPETENCY OF PROPOSERS

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

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

3.2 PERFORMANCE OF SERVICES

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

The contractor is expected to properly diagnose, and repair electrical issues reported by the Town.

Any streetlight requiring additional repair within three months from the original completed repair date made by the contractor shall be repaired again by the contractor at no additional labor cost to the Town.

In the event of default by the bidder, the Town reserves the right to procure the necessary services from other sources and hold the bidder responsible for any excess costs incurred as a result of such action.

3.3 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

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

3.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Bid Proposal will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting at:

Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

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

3.5 SCHEDULE OF EVENTS

Event	Date
RFP Available	04/21/2022
Non-Mandatory Pre-Proposal Conference (10:00 am EST)	04/29/2022
Last Date Receipt of RFIs (by 5:00 pm EST)	05/04/2022
Bids Due (2:00 pm EST)	05/12/2022

3.6 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:

1. Company Profile: A description of the history, experience and qualifications of your firm (2 Page maximum)
2. Town Client Reference form and/or additional detailed references
3. Previous Projects on similar government work: provide highlights previous relevant work experience, photos or graphics, as appropriate
4. Valid State of Florida Electrical Contractor's License
5. Price Proposal Form
6. All required Town Forms

3.7 CONTRACTOR'S EQUIPMENT

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

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all electrical installation, replacement, and repairs activities. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

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

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

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

3.9 STORAGE OF MATERIALS

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

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

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

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

3.12 VARIATIONS TO SPECIFICATIONS

For each work authorization, bidder must indicate any variance to the specifications, terms, and/or conditions, provided by the Town, no matter how slight, including substitutions of products or methods. This must be noted and explained fully in a submittal with bid entitled “Proposed Specifications”. If variations are not stated in the cost estimate to the Town; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.13 LIQUIDATED DAMAGES

If the Town of Davie finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have ten (10) calendar days to correct such deficiencies. No work will be paid for

until all work has been inspected and approved by the Town of Davie. Time is of the essence and $50.00 a day liquidated damages may be assessed for every calendar day the project is late.

3.14 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Authorized time and materials invoices, at a minimum, shall include the following information:

Labor cost at the established rate plus cost of materials plus mark up. Invoices shall be submitted to the Town with the request for payment and it shall include the following:

- Invoice from supplier for all purchased materials
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Applicable hourly rate times the number of hours worked

3.15 INSPECTIONS

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

3.16 PERMIT FEES

The Town of Davie will reimburse the selected contractor(s) any permit fee(s), as it may be needed, on a project-by-project basis. Administrative re-inspection fees may be assessed by the selected contractor, only in instances, where the required re-inspection is the direct result of the Town's omission or error.

3.17 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of Town. The Contractor shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

3.18 PROTECTION OF PROPERTY

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

3.19 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).

C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.

D. If firms are asked to come in for oral presentations and/or interviews:

   i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.

   ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.

E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.

F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed
- Local Preference

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

3.20 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract term is two (2) years with the option to renew for two (2) additional terms of two (2) years at the discretion of the Town Administrator or his designee and providing the successful proposer(s) will agree to maintain the same terms and conditions of the current contract.

3.21 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.22 CONTRACT AWARD

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

END OF SECTION

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SECTION 4.0 SPECIFICATIONS

4.1 PURPOSE

The purpose of this RFP is to pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, and transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide street light repair and installation, and sport's field light repair services.

Proposers shall provide proof of **minimum of three (3) years' experience** of commercial electrical services.

4.2 REQUIRED LICENCES

Proposer (s) shall provide a valid State of Florida Electrical Contractor's License.

4.3 SCOPE OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation and/or inspection of electrical infrastructure on a **24 hour basis seven days a week**. **EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise stipulated by the Town.** Time and material pricing, as it may be specified in this bid, shall be on an hourly basis plus the cost of materials plus mark up. Cost per hour shall be non-overtime rate from 7:00 A.M. to 5:00 P.M. Monday through Friday and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday, Sunday, and Town observed holidays. Travel time will not be considered in the calculation of elapsed time.

The work will be distributed to the pool of selected contractors based on the following criteria:

a. Emergency repairs (overtime rate and materials plus markup)
b. Scheduled repairs and/or new installation (time and materials plus markup)
c. Single work exceeding $20,000 (to be competitively bid among the selected pool of contractors)

The Town anticipates negotiating a flat cost for work that is billed based on time and materials. The flat cost will be calculated by averaging all the applicable rates and mark-up percentage submitted by the pre-qualified contractors.

Equipment up to and including the items listed below are considered overhead items covered under the labor rate bid:

- All light trucks, general service vehicles, personnel, and tool transport equipment.
- All hand tools (including power tools) customarily employed in the electrical trade.

All street light work orders shall be responded to and repaired within three (3) days.

The contractor must submit documentation to the Town, with each invoice to include paid invoices to the suppliers for the cost of the parts and materials, along with the costs for labor.

The contractor will be solely responsible for making any repairs. Other than providing access to Town facilities, the contractor should not rely upon the Town to obtain permits, provide M.O.T., or act as a facilitator between utility companies, outside vendors, and manufacturers.

Prior to starting any work or repairs, the Town may request a detailed budgetary quote from the contractor for any proposed work. Work may not be started until the Town directs the contractor with documented communication. All vendors must have an active phone number and email address to communicate with the Town.

For invoicing purposes, authorized work is considered started when the contractor arrives at the location. The Town will not pay for travel time.

For any work request with an expected cost of over $20,000, the proposed job will bid out to the pool of selected vendors.

If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.

Invoicing for labor will start when the contractor arrives at the worksite location and will end when the work is completed. The Town will not pay for travel time.

The contractor will be allowed to invoice for miscellaneous materials. Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed $50 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will require to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

For street light repairs, in the event more than two personnel from the contractor are required to perform the repairs, the contractor shall notify the designated Public Works' Project Manager in advance. The contractor shall start work only after the designated Public Works Project Manager staff authorizes work to begin. Such authorization will be in the form of a documented email.

Emergency repairs:

The contractor, as requested by the Town representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. The contractor, as requested by the Town representative, will furnish all labor and necessary tools and materials at an established overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday and Sunday. Emergency repairs that are completed under the time and materials guideline will require that the contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the case the contractor does not respond to the Town's request for service in a timely manner, as established in this bid, the Town representative will contact the next contractor in the rotation. Failure to respond three (3) times to the Project Manager under assigned rotation will constitute failure to perform and may be subject to contract termination.

Scheduled Repairs:

The Town may request from the selected contractor, a detailed budgetary cost estimate, to be approved by the project manager to complete any electrical services listed within this bid that the cost does not

exceed $20,000. In the event that the Town and the contractor fail to agree on the proposed cost estimate, the project manager will end negotiations and will request a new proposal from the next contractor in the rotation. If due to unforeseen conditions, additional work is required, to complete the pre-approved work specified in the cost estimate, the Project Manager, can authorize the contractor to complete the required additional work to be paid at the actual time and cost of materials plus mark up as it is established in the executed contract between the Town of Davie and the selected contractor(s). Work completed under the time and materials guideline will require that the contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. In the case the contractor does not respond to the Town's request to submit a cost estimate in a timely manner, the Town representative will contact the next contractor, in the rotation, to request a new cost estimate. Failure to respond three (3) times to the Project Manager under assigned rotation will constitute failure to perform and may be subject to contract termination. Due to the nature of streetlights and sport's field lighting repairs, the Town may elect to issue a blanket purchase order to cover the cost of routine maintenance.

Single work exceeding $20,000:

The Town will request a cost estimate proposal from all pre-qualified contractor for any required electrical services listed in this bid. The Town will select the contractor based on the lowest price submitted.

4.4 GENERAL LOCATION OF WORK

The work will be performed within the municipal buildings, municipal parks, and right-of-way within the municipal boundaries of the Town of Davie.

4.5 TIME OF COMPLETION

This is a term contract. Prior to authorizing any work, the Town will request from the contractor to provide a cost estimate to complete the desire electrical services.

For work not exceeding $20,000 in cost, if a budgetary estimate is requested by the Town, the contractor will have three (3) working days to submit a budgetary estimate from the date it is requested. Failure by the contractor to submit the budgetary estimate within three (3) working days, as time may be of essence, may result in the Town requesting a budgetary estimate from the next contractor in the rotation. Time completion for each project will be discussed and agreed by the selected contractor(s) and the Town prior to the Town authorizing the work.

4.6 QUANTITIES

This is a term contract intended to address incidental repair, maintenance and/or installation and/or inspection of electrical infrastructure for Town facilities. There is no guarantee on the frequency or quantity of the work that will be assigned to the contractor(s). Cost estimates requested by the Town from the contractor does not guarantee that the work will be authorized, examples or reasons for the work not to be authorized by the Town may include that the cost estimate exceeds the available budget, the Town may want to implement a different approach to complete the project, etc.

END OF SECTION

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$ 70	$ 105
Journeyman/Supervisor	$ 70	$ 105
Apprentice/Helper	$ 50	$ 75
Laborer	$ 40	$ 60
Permit Fee Reimbursement	**At Actual Cost**	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$ 437.5
Crane for 90' Poles	$ 350
Auger w/ pole setter 21 ft. digging depth	$ 250
Trencher w/ line layer	$ 100
Trencher (7 ft. digging depth)	$ 200

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	Upright Electrical Services LLC
Authorized Signature:	
Print Name:	Oral Wilks
Title:	Owner

Proposer agrees to accept the VISA Procurement card for payment. Circle one: YES OR NO

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Price Proposal Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. _x_ My Business is located within **Broward County**.

Legal Name of Firm:	Upright Electrical Services LLC
Taxpayer ID No.:	82-368-1989
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***	9942 SW 1ST CT, Coral Springs, FL 33071
Phone Number:	Office: 954-732-2052 Cell: 954-865-9462
Email Address:	Upright_es@outlook.com
Has the business name changed since it was opened in Broward County? Yes___ No_x_	
If yes, provide the previous business name:	
Date your business was established in Broward County:	12/01/2018
Business License Number: EC13008215	**Date Issued:** 06/20/2020
The business employs __4_____ (insert a number) full time employees.	

_x_ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: __ Oral Wilks _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: Florida Department of Transportation
Address: 5548 NW 9th Ave
City/State/Zip: Fort Lauderdale, FL 33309
Contact: Christopher Chanel
Title: Contracts Manager
Email Address: Christopher.Chanel@dot.state.fl.us
Telephone: 954-940-7539
Scope of Work: Street light diagnostic, maintenance, and repair for Broward
Description of Services Provided: Inspect and diagnose street light deficiencies, maintain street light in working order, repair damaged street lights. This includes high masts lights.

2) Name of Client Entity: City of Hollywood
Address: 1948 Harrison Street
City/State/Zip: Hollywood, FL 33020
Contact: Moshe Anuar
Title: Senior Coastal Project Manager
Email Address: Manuar@hollywoodfl.org
Telephone: 954-921-3497
Scope of Work: Festoon lighting.
Description of Services Provided: Inspect, diagnose, and repair festoon lighting. Removal, storage and re-installation of lighting in the event of an hurricane.

3) Name of Client Entity: City of Lauderhil
Address: 5581 W. Oakland Park Blvd.
City/State/Zip: Lauderhill, FL 33313
Contact: Richard Sewell
Title: Maintenance Supervisor
Email Address: rsewell@lauderhill-fl.gov
Telephone: 754-235-7715
Scope of Work: Lighting
Description of Services Provided: Lighting maintenance and repair.

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Upright Electrical Services Date: 5/6/2022

Primary Contact Person for this RFP: Oral Wilks

Primary Contact Person Email Address: Upright_es@outlook.com

Primary Contact Person Phone Number: 954-865-9462

1. How many years has your firm been in business under its present business name? 2018-Present

2. Under what other former name(s) has your firm operated? N/A

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been

Circle one: X**No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: X**No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: X**No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _NOT APPLICABLE_____

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com X

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

SAMPLE AGREEMENT ONLY

AGREEMENT No. _____
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered into as of this _____ day of _____, **202X** by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of _____,** with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

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

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

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

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. _____ unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

TOWN OF DAVIE

VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application [x] Updating Application [ ]

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)
UPRIGHT ELECTRICAL SERVICES LLC

Mailing Address:

9942 SW 1st CT
Coral Springs, FL 33071

Remit to Address
(If Different from Mailing Address):

Contact Name:
Oral Wilks

Telephone:
954-865-9462

Federal Tax ID Number:
92-368-1989

Fax Number:
n/a

Company Email Address:
Upright_es@outlook.com

Business Website (If Applicable):
www.uprightelectricalservicesfl.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Oral Wilks	954-865-9462

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

E4V36-RO
FDOT
Lighting Maintenance
Nov. 2021 to Present

E4U07
FDOT
Lighting Maintenance
2020-2021

E57A9
FDOT
Lighting Contstruction/Installation
Sept.-Oct. 2021

Products & Services

In the space provided below please indicate any product or services that your firm provides

Panel Upgrades
Power Distribution
Lighting Maintenance
Street lights and Traffic Signals

Ownership Disclosure

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

Full Legal Name	Address	Ownership %
Oral Wilks	9942 SW 1st CT, Coral Springs, FL 33071	50%
Lisa Wilks	9942 SW 1st CT, Coral Springs, FL 33071	50%

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

Full Legal Name	Address
N/A	

3. The officers of the Corporation are as follows:

	Name	Address
President:	Oral Wilks	9942 SW 1st CT, Coral Springs, FL 33071
Vice President:	Lisa Wilks	9942 SW 1st CT, Coral Springs, FL 33071
Secretary:	Lisa Wilks	9942 SW 1st CT, Coral Springs FL, 33071
Treasurer:		
Registered Agent:		

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

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

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

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

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

Packages And Deliveries

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

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Upright Electrical Services LLC does not:

Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: X

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☐ X

E-VERIFY FORM

Company/FirmName:

Upright Electrical Services LLC

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Oral Wilks, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☐ X

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☒ NO

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

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Oral Wilks --Owner

Name & Title, Typed or Printed

Authorized Signature

5/12/2022
Date

UPRIGHT ELECTRICAL SERVICES LLC

www.uprightelectricalservicesfl.com



CAPABILITY STATEMENT

CAGE Code: 856R9 **DUNS:** 107869423

SERVICES

Upright Electrical Services LLC is a family owned and operated company with 12 years of experience in residential, commercial, and industrial electrical service. We service a wide variety of electrical needs including installation, repair, and maintenance services in Miami Dade, Broward, and West Palm Beach Counties.

COMMERCIAL & INDUSTRIAL

- **Electrical Service Upgrade:**
  - Panel Replacement/Conduit & Conductor Replacement
  - Outlet Installation & Repair
- **Maintenance, Installation, and Repair of Electrical Systems:**
  - Street Lights
  - High Mast Lighting
  - Medium and Low Voltage Lighting
  - Facilities Electrical
  - Traffic Signals

DRAWBRIDGE SERVICE PREVENTATIVE MAINTENANCE AND REPAIR

- Navigation Lights
- Traffic Signals
- Bridge Control Circuitry
- Hydraulic Systems and Gear Driven Systems
- VFD and PLC
- Traffic Gates and Lock Systems

PAST PERFORMANCES

FDOT: Maintain and repair lighting deficiencies along State Roads and Park and Ride Lots. (2-year Contract Completed, 3-year renewed 2021-2024)

City of Hollywood: Maintain and repair curtain and festoon lighting in city boundaries. Remove, store, and replace all lighting in preparation of hurricanes. (5-year Contract). Provide electrical repair and Maintenance services to the CRA Beach District.

City of Lauderhill: New feed to room devices and repair of receptacles and switches, and repair outdoor park lighting. Preferred vendor to provide electrical repair and maintenance services as requested 2019-Present.

King of Diamonds: Relocated electrical panels and installed GFCI's, transformer, conduits, emergency lighting, junction boxes, receptacles, LED lighting, switches, and more.

DIFFERENTIATORS

- **Certified DBE with the FDOT**
- **15 years electrical experience**

CODES AND CERTIFICATIONS

NAICS Code: 238210

PSC Codes: H159, H162, J059, J062, K059, K062,N059, N062, S112

Certifications:

- DBE - Disadvantage Business Enterprise
- CBE- County Business Enterprise (Broward)
- SBE- Small Business Enterprise (Broward County)
- SBE- Small Business Enterprise (Palm Beach County School Districts)

9942 SW 1ST COURT, CORAL SPRINGS, FL 33071

Email: Upright_es@outlook.com **Phone:** (954) 732-2052 / (954) 865-9462

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WILKS, ORAL

UPRIGHT ELECTRICAL SERVICES LLC
9942 SW 1ST COURT
CORAL SPRINGS FL 33071

LICENSE NUMBER: EC13008215

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Upright Electrical Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

9942 SW 1st CT

Requester's name and address (optional)

6 City, state, and ZIP code

Coral Springs, FL 33071

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	2	–	3	6	8	1	9	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ L. L. Date ▶ 3/11/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Marcus Group 7797 N. University Drive Suite 204 Tamarac FL 33321	**CONTACT NAME:** Sherita Baker **PHONE (A/C, No, Ext):** (954) 721-1180 **FAX (A/C, No):** (954) 721-0111 **E-MAIL ADDRESS:** nancy@mymig.com
INSURED Upright Electrical Services LLC 9942 SW 1st Court Coral Springs FL 33071	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** PENN AMERICA INS CO **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAV0357894	01/20/2022	01/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Altec Capital Services, LLC and Altec Capital Trust and/or Its Assigns and Successors are named as additional Insured and Loss Payee

CERTIFICATE HOLDER

TOWN OF DAVIE
6591 ORANGE DR
DAVIE FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicole Marcus-Dorma

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954-865-9462/954-732-2052

PHOTO GALLERY OF GOVERNMENT WORK PERFORMED

1) Name of Client Entity: Florida Department of Transportation

Address: 5548 NW 9th Ave

City/State/Zip: Fort Lauderdale, FL 33309

Contact: Christopher Chanel

Title: Contracts Manager

Email Address: Christopher.Chanel@dot.state.fl.us

Telephone: 954-940-7539

Scope of Work: Street light diagnostic, maintenance, and repair for Broward

Description of Services Provided: Inspect and diagnose street light deficiencies, maintain street light in working order, repair damaged street lights. This includes high masts lights.

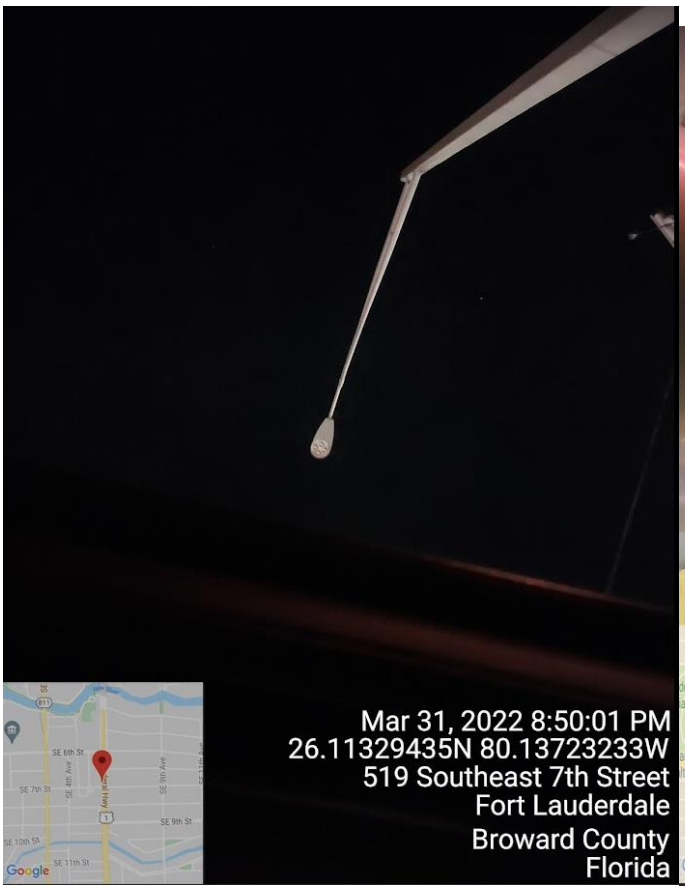
Street lights: Inspect, diagnose, repair and maintain



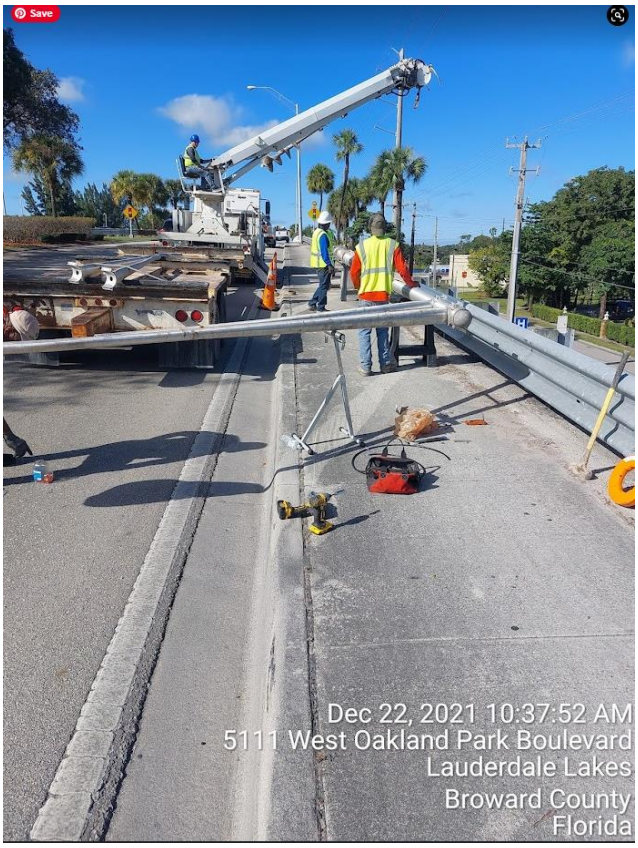



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Broward County
Florida


Larkdale Elementary School
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Lauderhill
Broward County
Florida

Load Panel Installation





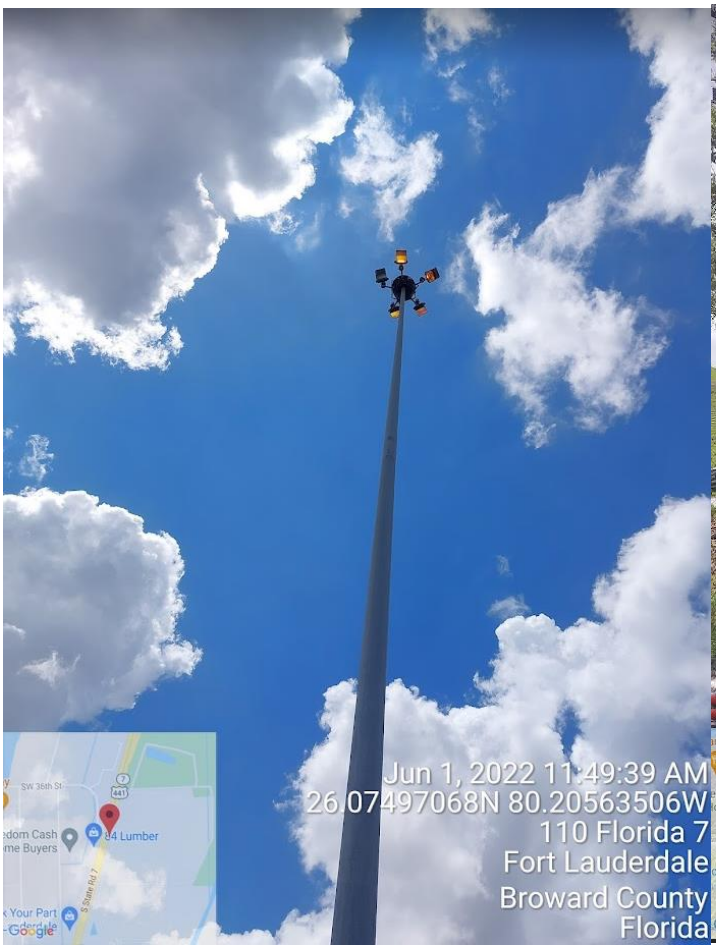




High Masts Lighting Repair/Maintenance









2) Name of Client Entity: City of Hollywood

Address: 1948 Harrison Street

City/State/Zip: Hollywood, FL 33020

Contact: Moshe Anuar

Title: Senior Coastal Project Manager

Email Address: Manuar@hollywoodfl.org

Telephone: 954-921-3497

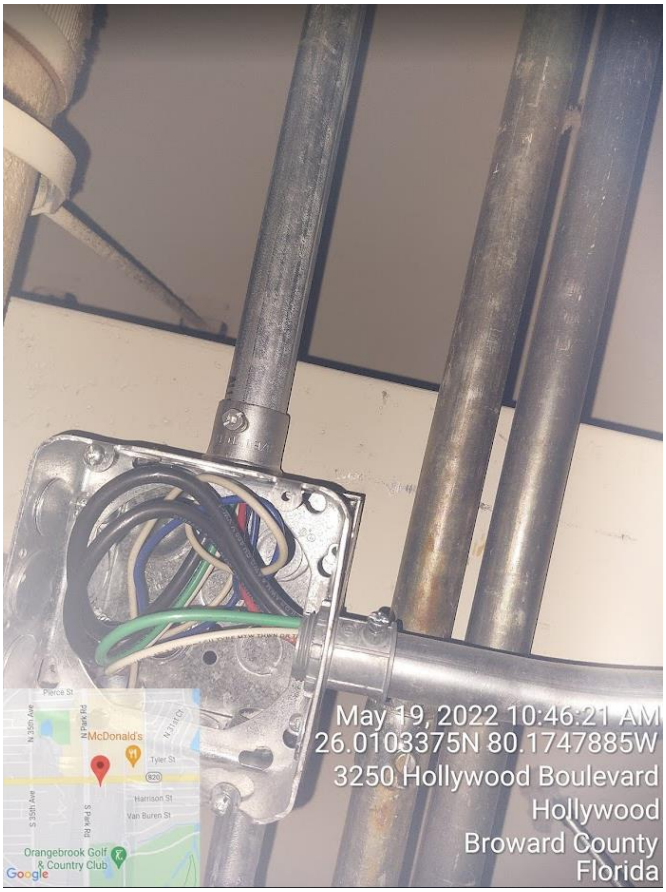
Scope of Work: Festoon lighting.

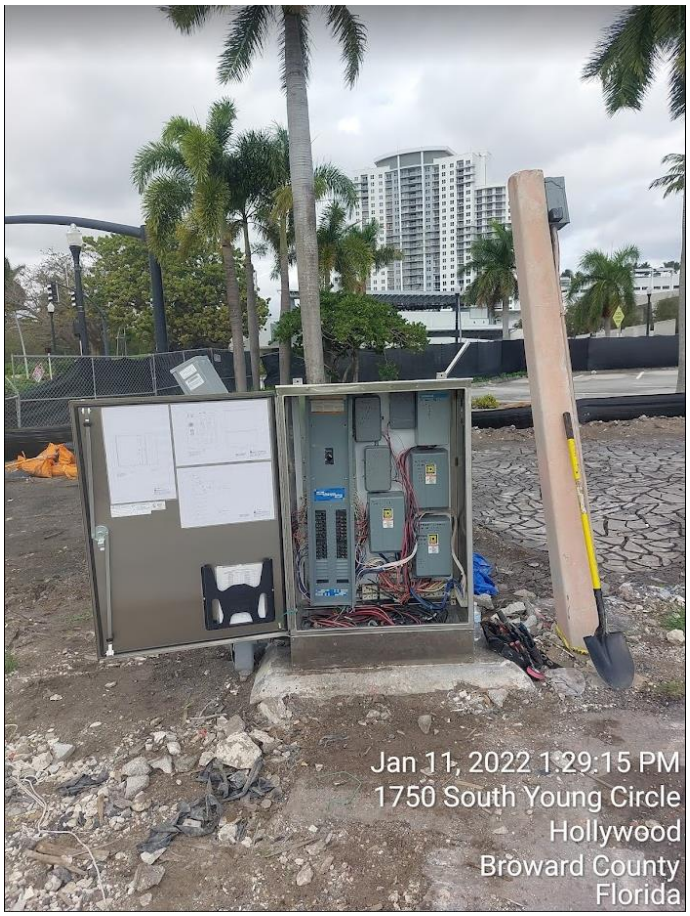
Description of Services Provided: Inspect, diagnose, and repair festoon lighting.

Removal, storage and re-installation of lighting in the event of an hurricane.





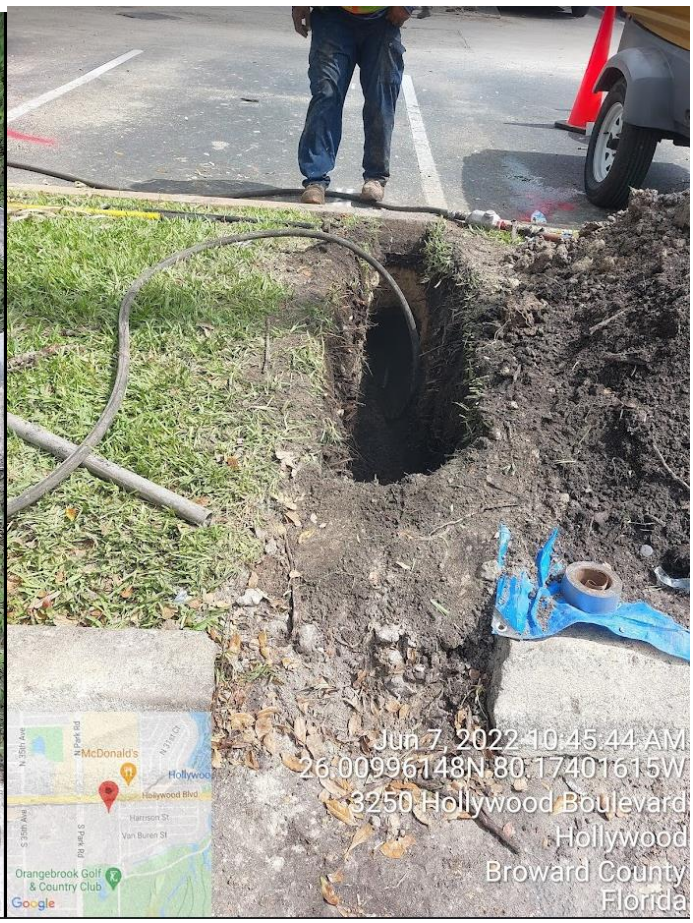

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Jun 7, 2022 1:39:35 PM
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Google

3) Name of Client Entity: City of Lauderhil

Address: 5581 W. Oakland Park Blvd.

City/State/Zip: Lauderhill, FL 33313

Contact: Richard Sewell

Title: Maintenance Supervisor

Email Address: rsewell@lauderhill-fl.gov

Telephone: 754-235-7715

Scope of Work: Lighting

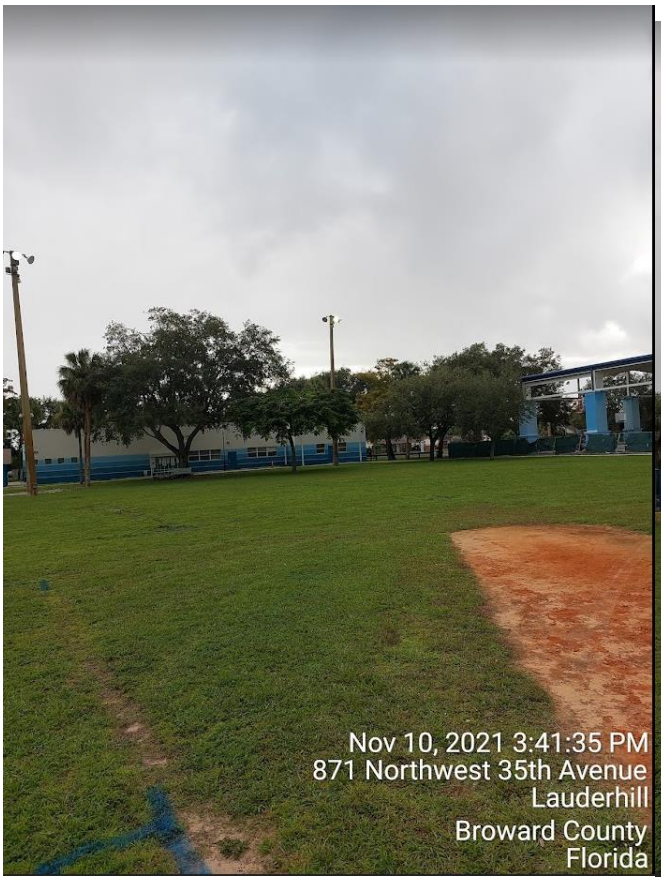
Description of Services Provided: Lighting maintenance and repair.






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Florida

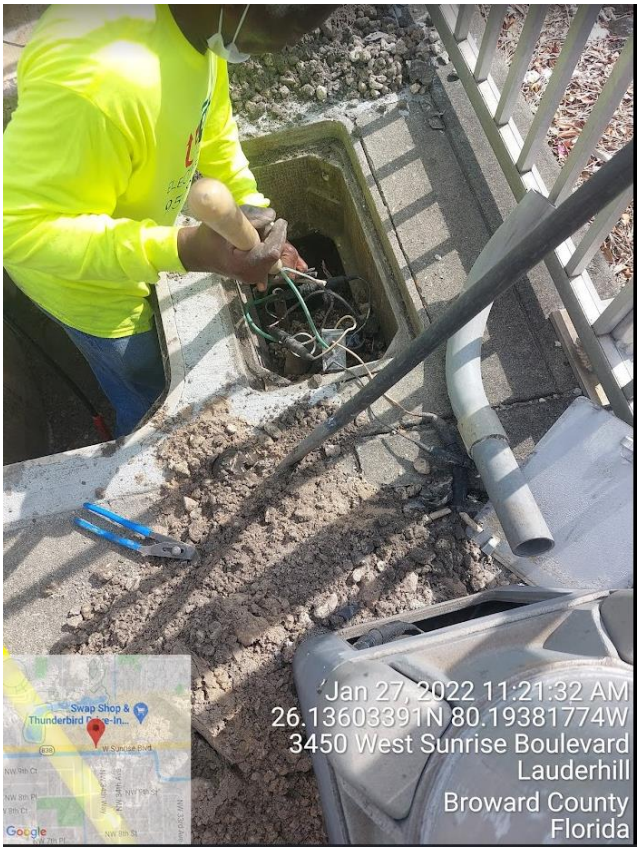

Silver Spring Networks
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Broward County
Florida

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd 3rd Floor Plantation FL 33322	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 888-728-0817 **FAX (A/C, No):** 954-452-0450 **E-MAIL ADDRESS:** certificates@bbimi.com
INSURED UPRIELE-01 Upright Electrical Services, LLC 9942 SW 1st CT Coral Springs FL 33071	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zenith Insurance Company / 13269 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1530245666 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		Z134923304	3/26/2021	3/26/2022	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Electrical Contractor

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie FL 33314
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

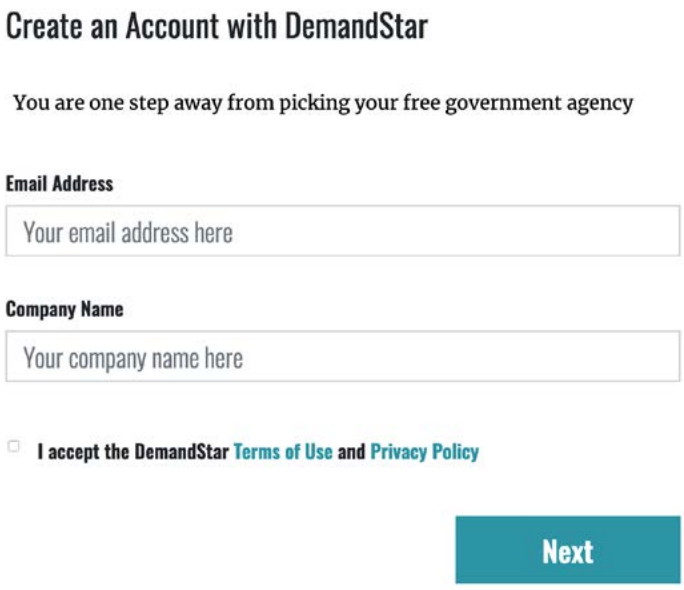
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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206.940.0305

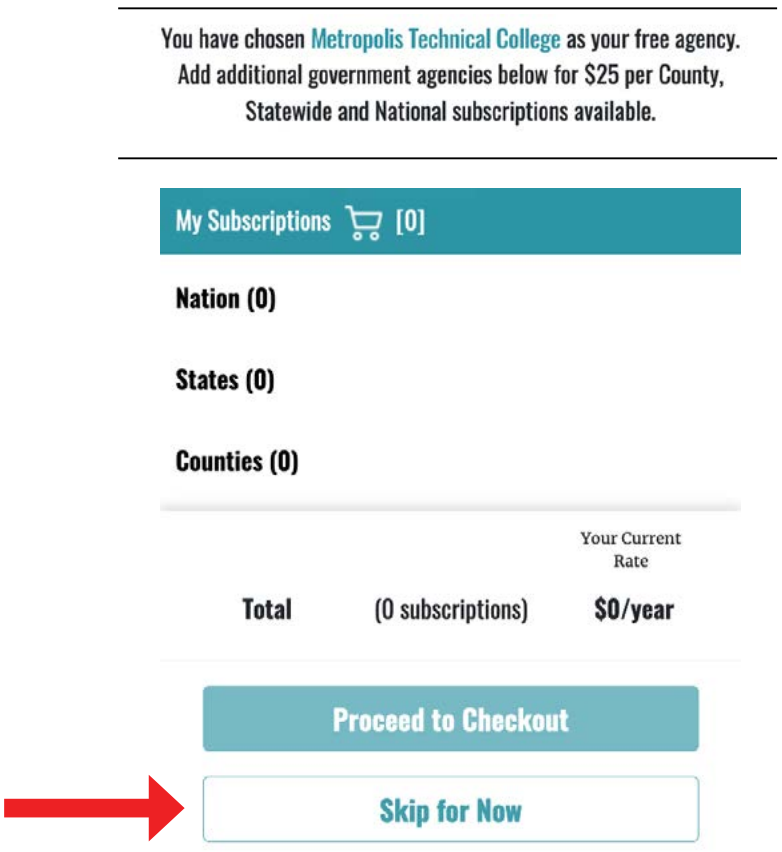
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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206.940.0305

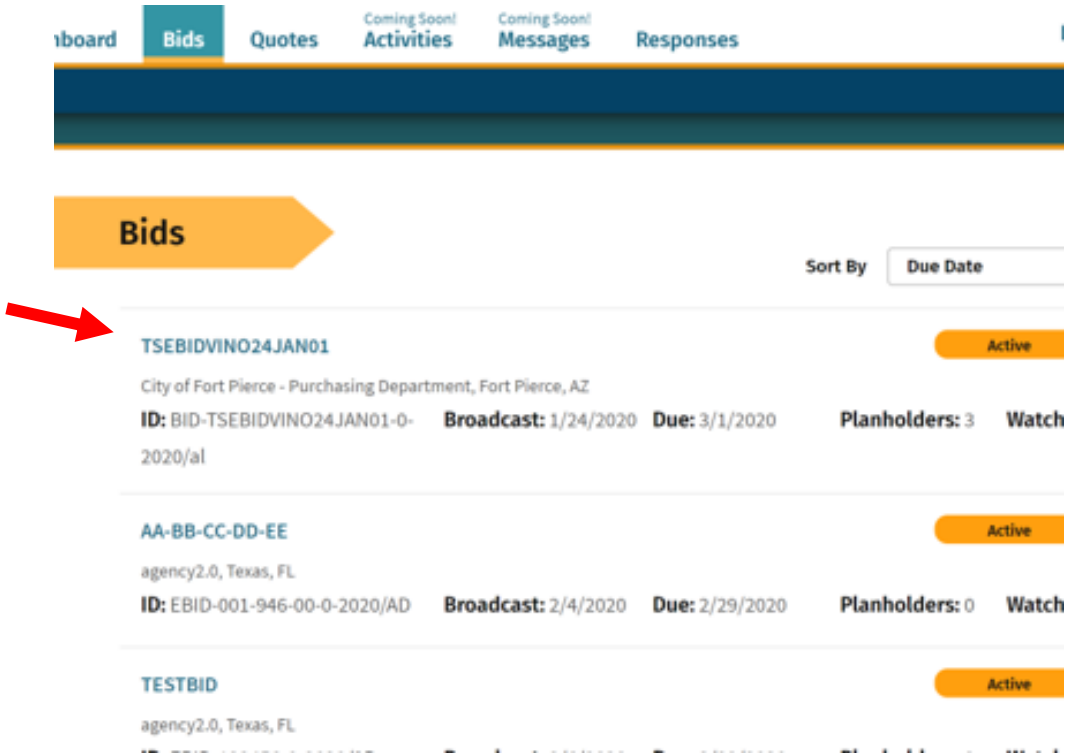
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

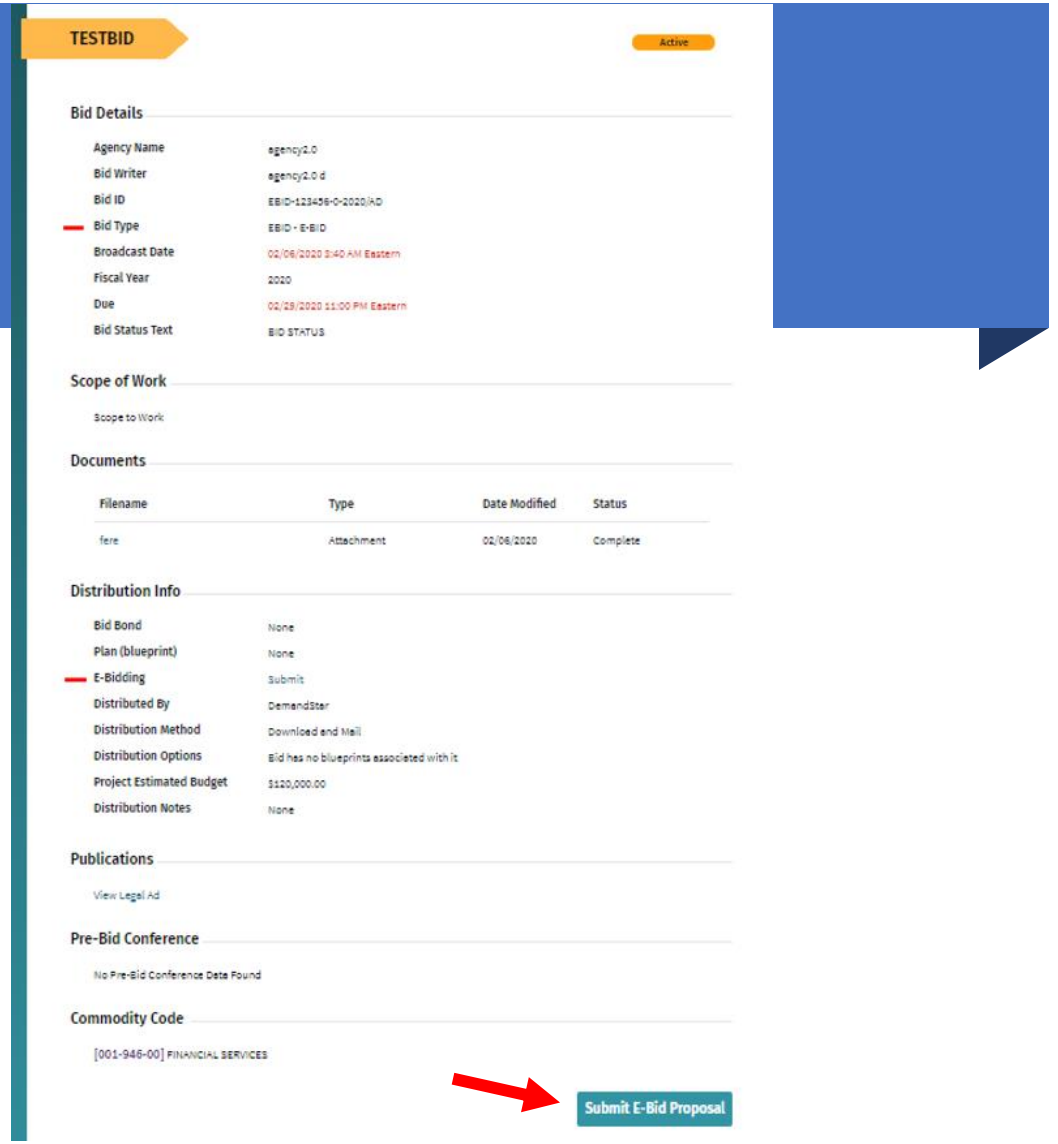
- Click on the solicitation name



Step 2

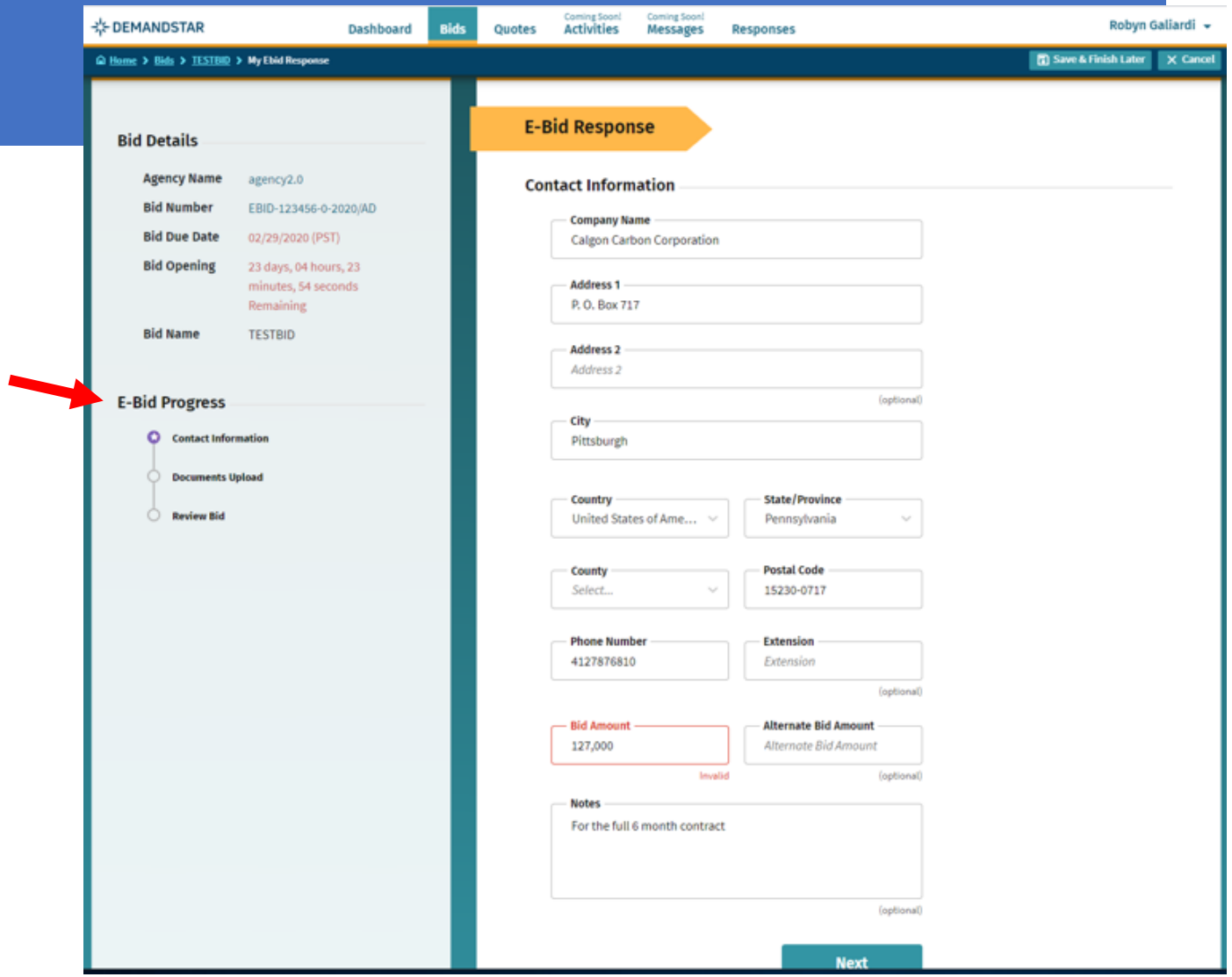
Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”



Step 3

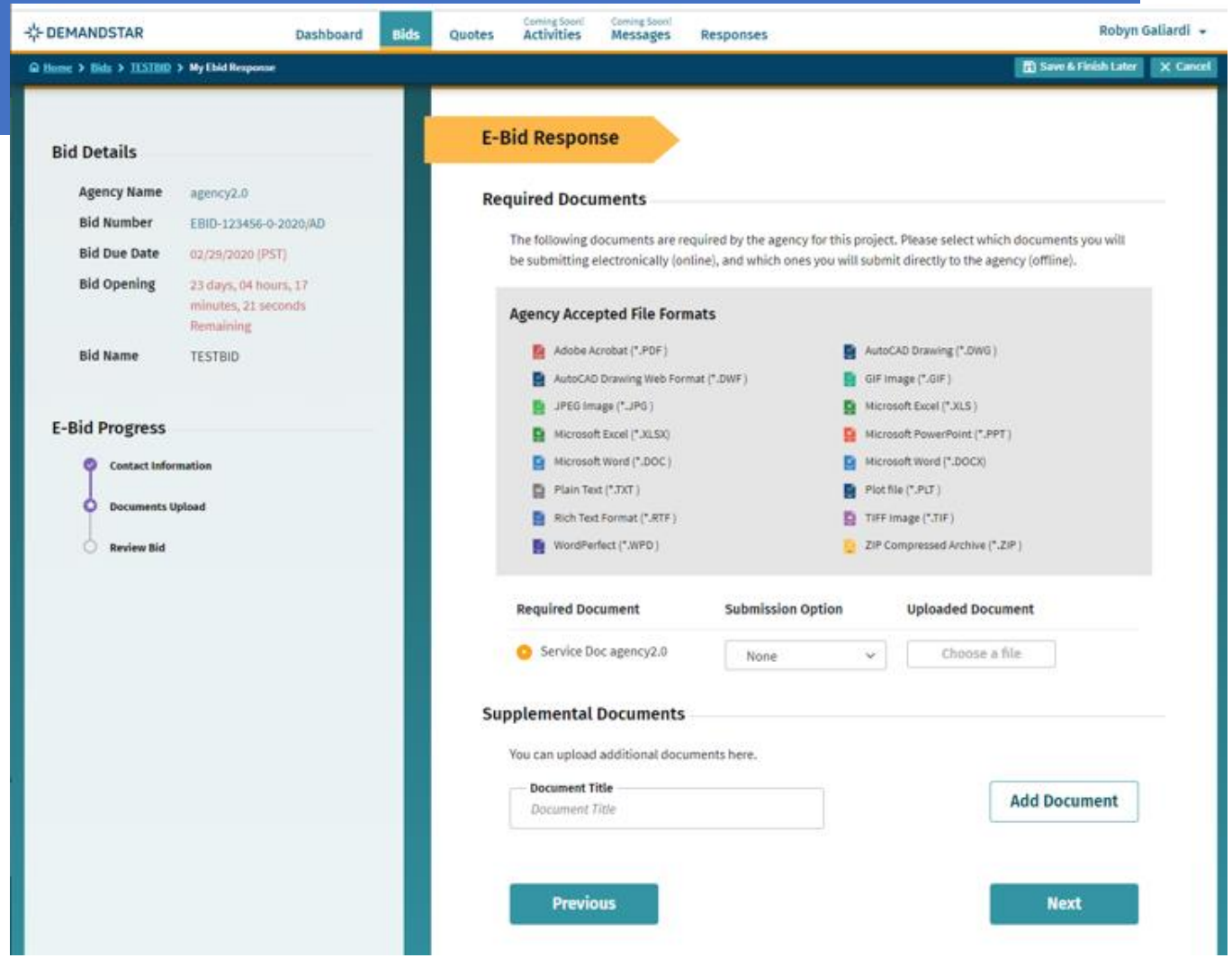
Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



Step 4

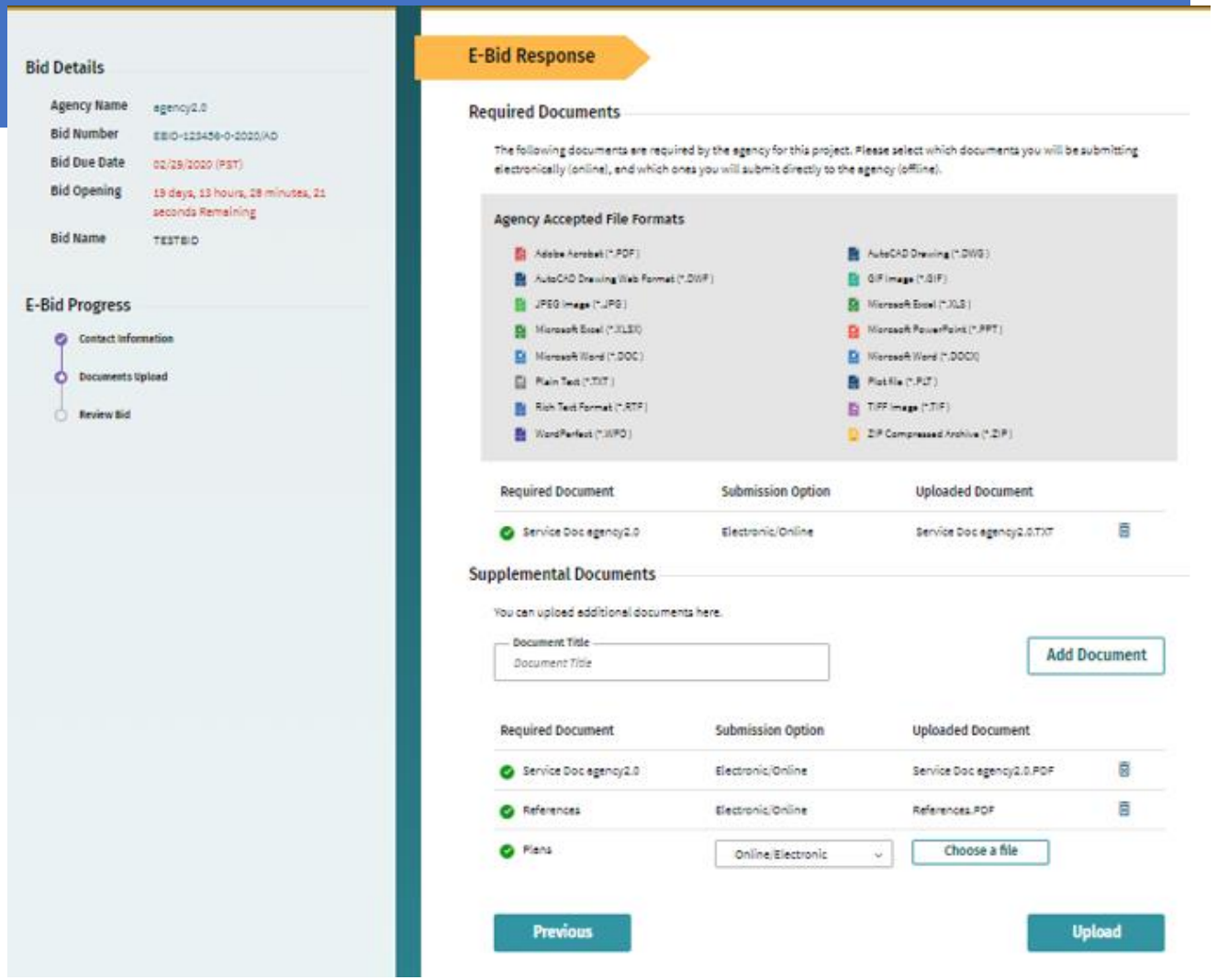
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

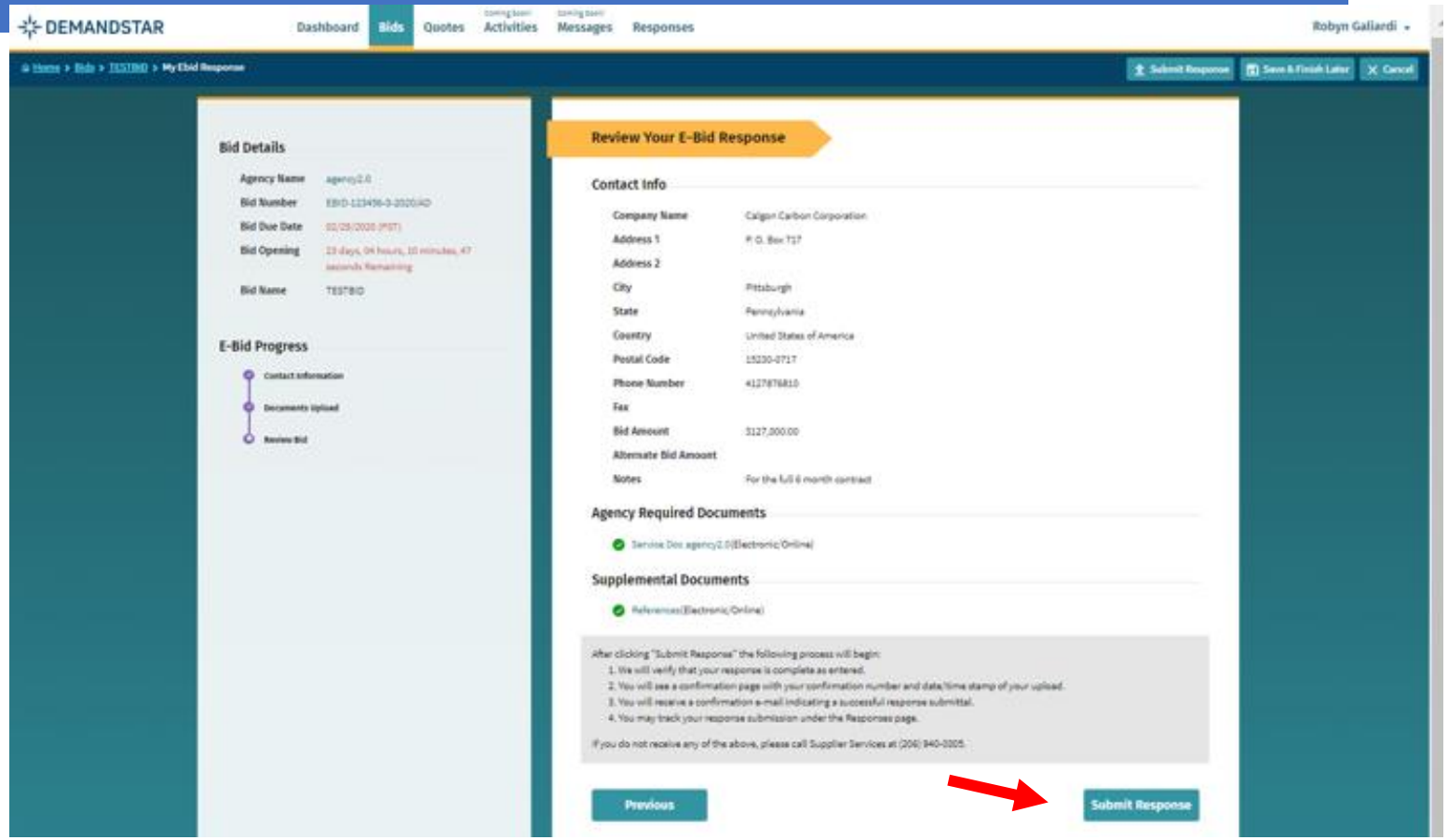
TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

_____
Company Submitting Bid

REQUEST FOR PROPOSALS

RFP NO.	**RM - 22 - 42**
TITLE	**Streets & Sports Field Lighting Repair Services**
AVAILABLE	**Thursday, April 21, 2022**
NON-MANDATORY PRE-PROPOSAL CONFERENCE	**Friday, April 29, 2022, at 10:00 PM EST** **Meeting Information** Meeting link: https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6 Meeting number: 2341 838 1307 Password: J3FkaNzdM32 (53352693 from video systems) Join by video system Dial 23418381307@daviepurchasing.webex.com You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-408-418-9388 United States Toll Access code: 2341 838 1307
DUE DATE	**02:00 PM EST on Thursday, May 12, 2022**
SUBMIT TO	**DEMANDSTAR**
REVIEW MEETING	**TBD**
ESTIMATED BUDGET	**$157,000.00/YEAR**
BONDS	**N/A**

Download Bid Information for Free at: **https://www.davie-fl.gov/bids**

Town of Davie Supplier Central: **https://www.davie-fl.gov/877/Supplier-Central**

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

TOWN OF DAVIE
RFP NO. RM-22-42
REQUEST FOR PROPOSALS
Streets & Sports Field Lighting Repair Services

Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **02:00PM EST on Thursday, May 12, 2022,** for **RFP NO. RM-22-42 Streets & Sports Field Lighting Repair Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/bids or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.50 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **May 04, 2022**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents **shall submit all proposal documents electronically through** www.demandstar.com**.** A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D" located at 8800 SW 36th St., Davie, FL 33328, after the due date/time noted above.

Requirements (in relation to the COVID-19 Pandemic):
- **Inform guard upon entry of attendance to this meeting**
- **The Town of Davie is requiring all visitors to its indoor facilities to wear a mask. The rule applies to all individuals regardless of vaccination status.**

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m0bf1aadfc0eb9bf17af7eddeb7f7fe81
Meeting number:
2347 810 1406
Password:
E3GhkMQw4g3 (33445679 from video systems)

Join by video system
Dial 23478101406@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2347 810 1406

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

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

Brian K. O'Connor
Procurement Manager
Town of Davie

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

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

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	• Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions	Attached

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

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

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

Bid: The written offer of a Bidder to perform the work or service.

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

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

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

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at https://www.davie-fl.gov/list.aspx.

1.3 LOCAL PREFERENCE

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

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

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

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

(b) Process.

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

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

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

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

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

(d) Exceptions.

(1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

(2) Utilization of a state or other agency contract.

(3) State or Federal law prohibits the use of local preference.

(4) The work is funded in whole or in part by a governmental entity where the laws, rules,

regulations, or policies prohibit the use of local preferences.
(5) Sole source or single source purchases.
(6) The "local vendor" is either non-responsive or non-responsible.
(7) All bids submitted exceed the budget amount for the project.
(8) Emergency purchases.
(9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

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

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.

C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise, they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

B. The Town will maintain documentation on its own website at https://www.davie-fl.gov/411/Procurement for general public information and posting requirements.

C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at https://www.davie-fl.gov/411/Procurement.

1.8 ADDENDA

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

1.9 REJECTION OF BIDS

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

1.10 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

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

1.12 CONFLICTS WITHIN THE BID SOLICITATION

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

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

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

1.15 DISCOUNTS

A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

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

To the Town:
Project Manager
Town of Davie
Attention: Reynaldo Edwards, Facilities Superintendent
Phone: 954-797-1216
Fax: 954-797-1246

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

To the Contractor

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

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

1.18 EMPLOYEES

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

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

1.19 AWARD OF BID

A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

upon, and so on.

B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation were obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).

D. Successful Bidder shall be notified in writing of award.

E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regard to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

(1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.

(2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

(1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

(d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.

(e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.

(f) Protest limitations:

(1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.

(3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

(g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars ($10,000.00), whichever is less. In the case of unit cost contracts, discount, or percentage-based contracts the full ten thousand dollars ($10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.

(h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if there is a necessity or emergency that will cause loss to the Town if not awarded immediately.

(i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

(j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

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

1.22 DISQUALIFICATION OF BIDDERS

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

A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.

B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

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

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

1.25 FRAUD AND MISREPRESENTATION

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

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:
1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

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

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

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The

Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

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

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

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

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

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

to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.35 COPELAND "ANTI-KICKBACK"

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

1.36 CONFLICT OF LAW

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

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

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

1.38 QUANTITIES

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

1.39 DELIVERY, INSPECTION & TITLE

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

1.40 WARRANTY

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

1.41 CLAIMS

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

1.42 CONTRACT RENEWAL

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

1.43 MODIFICATION OF CONTRACT

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

1.44 SAFETY DATA SHEET (SDS)

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

1.45 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES

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

1.47 PUBLIC ENTITY CRIMES

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

1.48 DISCRIMINATION

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

1.49 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free

workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any 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 any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.50 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.
(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.
(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.

d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.
e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be found at: https://www.davie-fl.gov/411/Procurement.

1.54 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final

selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.55 CONFIDENTIALITY

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

1.56 ORDER OF PRECEDENCE

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

A. The terms and conditions of the agreement

B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and

C. The Contractor's Proposal.

1.57 NATURE OF THE AGREEMENT

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

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

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

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

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

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

1.58 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

which is approved and executed in writing by the Town and the Contractor.

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

1.59 PRICING

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

1.60 GUARANTEE

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

1.61 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

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

1.62 INDEPENDENT CONTRACTOR RELATIONSHIP

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

be that of an independent contractor and not as employees and agents of the Town.

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

1.63 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.64 MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.65 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

1.66 AUDITS

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

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

1.67 SUBSTITUTION OF PERSONNEL

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

1.68 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of

the same general type which is required to be performed under the Agreement.

E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.69 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES, AND EXPLANATIONS

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

1.70 SEVERABILITY

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

1.71 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation, or material misstatement.

B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney’s fees and costs.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town’s and the CRA's right to terminate this Agreement for convenience.

D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town’s Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:

1. Stop work on the date specified in the notice ("the Effective Termination Date").

2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property.

3. Cancel orders.

4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.72 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis.

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement.

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA

receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.73 REMEDIES IN THE EVENT OF DEFAULT

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

A. Lost revenues.

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

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

1.74 PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual

property rights in the performance of the Work.

1.75 PROPRIETARY INFORMATION

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

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

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

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

1.76 PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such

licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.77 ETHICS

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

1.78 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

D. Florida Building Code (FBC).

E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.79 NONDISCRIMINATION

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

1.80 CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a

proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.81 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.82 BANKRUPTCY

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

1.83 GOVERNING LAW

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

1.84 SURVIVAL

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

1.85 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.86 ASBESTOS STATEMENT

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

1.87 VERBAL INSTRUCTIONS PROCEDURE

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

1.88 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All-Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.89 EQUITABLE ADJUSTMENT

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

1.90 PROHIBITION OF INTEREST

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

1.91 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.92 E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.93 FORCE MAJEURE

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

1.94 BUDGETARY CONSTRAINTS

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

1.95 ANNEXATION

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

1.96 LITIGATION VENUE

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

1.97 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits

of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.98 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

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

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

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

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

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

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

1.100 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery,

falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor.

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract.

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor.

d. If a party made material misrepresentations in response to or related to a solicitation.

e. If a party is debarred by another governmental entity.

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Cone of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.101 EMPLOYEE BACKGROUND VERIFICATION

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

1.102 PROHIBITION AGAINST LOBBYING

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

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

1.103 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

	Insurance Checklist		
Insurance Type #	**Required**	**Non-Applicable**	**Insurance Types**
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

2.1 INSURANCE TYPES

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

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

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

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

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

6. Professional Liability Insurance including Errors and Omissions with minimum limits of $1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.

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

8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

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

A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 COMPETENCY OF PROPOSERS

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

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

3.2 PERFORMANCE OF SERVICES

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

The contractor is expected to properly diagnose, and repair electrical issues reported by the Town.

Any streetlight requiring additional repair within three months from the original completed repair date made by the contractor shall be repaired again by the contractor at no additional labor cost to the Town.

In the event of default by the bidder, the Town reserves the right to procure the necessary services from other sources and hold the bidder responsible for any excess costs incurred as a result of such action.

3.3 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

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

3.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Bid Proposal will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting at:

Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

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

3.5 SCHEDULE OF EVENTS

Event	Date
RFP Available	04/21/2022
Non-Mandatory Pre-Proposal Conference (10:00 am EST)	04/29/2022
Last Date Receipt of RFIs (by 5:00 pm EST)	05/04/2022
Bids Due (2:00 pm EST)	05/12/2022

3.6 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:

1. Company Profile: A description of the history, experience and qualifications of your firm (2 Page maximum)
2. Town Client Reference form and/or additional detailed references
3. Previous Projects on similar government work: provide highlights previous relevant work experience, photos or graphics, as appropriate
4. Valid State of Florida Electrical Contractor's License
5. Price Proposal Form
6. All required Town Forms

3.7 CONTRACTOR'S EQUIPMENT

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

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all electrical installation, replacement, and repairs activities. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

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

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

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

3.9 STORAGE OF MATERIALS

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

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

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

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

3.12 VARIATIONS TO SPECIFICATIONS

For each work authorization, bidder must indicate any variance to the specifications, terms, and/or conditions, provided by the Town, no matter how slight, including substitutions of products or methods. This must be noted and explained fully in a submittal with bid entitled “Proposed Specifications”. If variations are not stated in the cost estimate to the Town; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.13 LIQUIDATED DAMAGES

If the Town of Davie finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have ten (10) calendar days to correct such deficiencies. No work will be paid for

until all work has been inspected and approved by the Town of Davie. Time is of the essence and $50.00 a day liquidated damages may be assessed for every calendar day the project is late.

3.14 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Authorized time and materials invoices, at a minimum, shall include the following information:

Labor cost at the established rate plus cost of materials plus mark up. Invoices shall be submitted to the Town with the request for payment and it shall include the following:

- Invoice from supplier for all purchased materials
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Applicable hourly rate times the number of hours worked

3.15 INSPECTIONS

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

3.16 PERMIT FEES

The Town of Davie will reimburse the selected contractor(s) any permit fee(s), as it may be needed, on a project-by-project basis. Administrative re-inspection fees may be assessed by the selected contractor, only in instances, where the required re-inspection is the direct result of the Town's omission or error.

3.17 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of Town. The Contractor shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

3.18 PROTECTION OF PROPERTY

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

3.19 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).

C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.

D. If firms are asked to come in for oral presentations and/or interviews:

   i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.

   ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.

E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.

F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed
- Local Preference

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

3.20 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract term is two (2) years with the option to renew for two (2) additional terms of two (2) years at the discretion of the Town Administrator or his designee and providing the successful proposer(s) will agree to maintain the same terms and conditions of the current contract.

3.21 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.22 CONTRACT AWARD

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

END OF SECTION

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SECTION 4.0 SPECIFICATIONS

4.1 PURPOSE

The purpose of this RFP is to pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, and transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide street light repair and installation, and sport's field light repair services.

Proposers shall provide proof of **minimum of three (3) years' experience** of commercial electrical services.

4.2 REQUIRED LICENCES

Proposer (s) shall provide a valid State of Florida Electrical Contractor's License.

4.3 SCOPE OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation and/or inspection of electrical infrastructure on a **24 hour basis seven days a week**. **EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise stipulated by the Town.** Time and material pricing, as it may be specified in this bid, shall be on an hourly basis plus the cost of materials plus mark up. Cost per hour shall be non-overtime rate from 7:00 A.M. to 5:00 P.M. Monday through Friday and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday, Sunday, and Town observed holidays. Travel time will not be considered in the calculation of elapsed time.

The work will be distributed to the pool of selected contractors based on the following criteria:

a. Emergency repairs (overtime rate and materials plus markup)
b. Scheduled repairs and/or new installation (time and materials plus markup)
c. Single work exceeding $20,000 (to be competitively bid among the selected pool of contractors)

The Town anticipates negotiating a flat cost for work that is billed based on time and materials. The flat cost will be calculated by averaging all the applicable rates and mark-up percentage submitted by the pre-qualified contractors.

Equipment up to and including the items listed below are considered overhead items covered under the labor rate bid:

- All light trucks, general service vehicles, personnel, and tool transport equipment.
- All hand tools (including power tools) customarily employed in the electrical trade.

All street light work orders shall be responded to and repaired within three (3) days.

The contractor must submit documentation to the Town, with each invoice to include paid invoices to the suppliers for the cost of the parts and materials, along with the costs for labor.

The contractor will be solely responsible for making any repairs. Other than providing access to Town facilities, the contractor should not rely upon the Town to obtain permits, provide M.O.T., or act as a facilitator between utility companies, outside vendors, and manufacturers.

Prior to starting any work or repairs, the Town may request a detailed budgetary quote from the contractor for any proposed work. Work may not be started until the Town directs the contractor with documented communication. All vendors must have an active phone number and email address to communicate with the Town.

For invoicing purposes, authorized work is considered started when the contractor arrives at the location. The Town will not pay for travel time.

For any work request with an expected cost of over $20,000, the proposed job will bid out to the pool of selected vendors.

If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.

Invoicing for labor will start when the contractor arrives at the worksite location and will end when the work is completed. The Town will not pay for travel time.

The contractor will be allowed to invoice for miscellaneous materials. Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed $50 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will require to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

For street light repairs, in the event more than two personnel from the contractor are required to perform the repairs, the contractor shall notify the designated Public Works' Project Manager in advance. The contractor shall start work only after the designated Public Works Project Manager staff authorizes work to begin. Such authorization will be in the form of a documented email.

Emergency repairs:

The contractor, as requested by the Town representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. The contractor, as requested by the Town representative, will furnish all labor and necessary tools and materials at an established overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday and Sunday. Emergency repairs that are completed under the time and materials guideline will require that the contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the case the contractor does not respond to the Town's request for service in a timely manner, as established in this bid, the Town representative will contact the next contractor in the rotation. Failure to respond three (3) times to the Project Manager under assigned rotation will constitute failure to perform and may be subject to contract termination.

Scheduled Repairs:

The Town may request from the selected contractor, a detailed budgetary cost estimate, to be approved by the project manager to complete any electrical services listed within this bid that the cost does not

exceed $20,000. In the event that the Town and the contractor fail to agree on the proposed cost estimate, the project manager will end negotiations and will request a new proposal from the next contractor in the rotation. If due to unforeseen conditions, additional work is required, to complete the pre-approved work specified in the cost estimate, the Project Manager, can authorize the contractor to complete the required additional work to be paid at the actual time and cost of materials plus mark up as it is established in the executed contract between the Town of Davie and the selected contractor(s). Work completed under the time and materials guideline will require that the contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. In the case the contractor does not respond to the Town's request to submit a cost estimate in a timely manner, the Town representative will contact the next contractor, in the rotation, to request a new cost estimate. Failure to respond three (3) times to the Project Manager under assigned rotation will constitute failure to perform and may be subject to contract termination. Due to the nature of streetlights and sport's field lighting repairs, the Town may elect to issue a blanket purchase order to cover the cost of routine maintenance.

Single work exceeding $20,000:

The Town will request a cost estimate proposal from all pre-qualified contractor for any required electrical services listed in this bid. The Town will select the contractor based on the lowest price submitted.

4.4 GENERAL LOCATION OF WORK

The work will be performed within the municipal buildings, municipal parks, and right-of-way within the municipal boundaries of the Town of Davie.

4.5 TIME OF COMPLETION

This is a term contract. Prior to authorizing any work, the Town will request from the contractor to provide a cost estimate to complete the desire electrical services.

For work not exceeding $20,000 in cost, if a budgetary estimate is requested by the Town, the contractor will have three (3) working days to submit a budgetary estimate from the date it is requested. Failure by the contractor to submit the budgetary estimate within three (3) working days, as time may be of essence, may result in the Town requesting a budgetary estimate from the next contractor in the rotation. Time completion for each project will be discussed and agreed by the selected contractor(s) and the Town prior to the Town authorizing the work.

4.6 QUANTITIES

This is a term contract intended to address incidental repair, maintenance and/or installation and/or inspection of electrical infrastructure for Town facilities. There is no guarantee on the frequency or quantity of the work that will be assigned to the contractor(s). Cost estimates requested by the Town from the contractor does not guarantee that the work will be authorized, examples or reasons for the work not to be authorized by the Town may include that the cost estimate exceeds the available budget, the Town may want to implement a different approach to complete the project, etc.

END OF SECTION

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$	$
Journeyman/Supervisor	$	$
Apprentice/Helper	$	$
Laborer	$	$
Permit Fee Reimbursement	**At Actual Cost**	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$
Crane for 90' Poles	$
Auger w/ pole setter 21 ft. digging depth	$
Trencher w/ line layer	$
Trencher (7 ft. digging depth)	$

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	_____ %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:
Authorized Signature:
Print Name:
Title:

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Price Proposal Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE (Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ___ My Business is located within **Broward County**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: ***SHALL NOT BE A P.O. BOX OR RESIDENCE***
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

2) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

3) Name of Client Entity: _____

Address: _____

City/State/Zip: _____

Contact: _____

Title: _____

Email Address: _____

Telephone: _____

Scope of Work: _____

Description of Services Provided: _____

_____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: _____ Date: _____

Primary Contact Person for this RFP: _____

Primary Contact Person Email Address: _____

Primary Contact Person Phone Number: _____

1. How many years has your firm been in business under its present business name? _____

2. Under what other former name(s) has your firm operated? _____

_____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

_____

_____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

_____

_____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

_____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

_____

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

SAMPLE AGREEMENT ONLY

AGREEMENT No. _____
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered into as of this _____ day of _____, **202X** by and between **Firm Name Here** a corporation organized and existing under the laws of the **State of _____,** with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

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

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

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

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit “A” and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit “B”.

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. _____ unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit “A” or Exhibit “B” in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney’s fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this_____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

TOWN OF DAVIE

VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☐

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

_____

Mailing Address:

Remit to Address
(If Different from Mailing Address):

_____

Contact Name:

_____

Telephone: Federal Tax ID Number:

_____ _____

Fax Number: Company Email Address:

_____ _____

Business Website (If Applicable):

_____

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

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

Full Legal Name	Address	Ownership %

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

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	_____	_____
Vice President:	_____	_____
Secretary:	_____	_____
Treasurer:	_____	_____
Registered Agent:	_____	_____

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

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

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

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

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

Packages And Deliveries

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

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.



TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☐

E-VERIFY FORM

Company/FirmName:

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, _____, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☐ NO

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

Name:	Relationship:
_____	_____
_____	_____
_____	_____

_____

_____

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature Date

Town of Davie
ACH Vendor Payment Enrollment Form

New Enrollment: ☐ Change Bank/Acct/Contact Information: ☐ Terminate ACH Enrollment: ☐

Payee/Company Information	
Name:	Taxpayer ID. #:
Address:	
Contact Person's Name:	
Email Address:	Contact #:

Financial Institution Information		
Name:		
Address:		
Contact:	Contact #:	
Nine-Digit Routing Transit #:		
Depositor Account Title:		
Depositor Account #:	Type of Account: Please Select Option	

I hereby request and authorize the Town of Davie to remit payments to via Automated Clearing House (ACH) to the financial institution/account indicated above. This authorization shall remain in effect until the Town of Davie receives written notification from us terminating this authorization. I understand that the Town of Davie has the right to terminate making payments by ACH at any time. I understand that a fee will be charged by the Town of Davie for any payments returned by my financial institution and that the financial institution may also charge fees for returned payments. I have verified that the Financial Institution Information above is correct and that I am an authorized officer of to execute this form.

Certification of Data	
Name:	Contact #:
Title/Position:	
Signature:	Date:

Internal Use Only
Date:_____
Initial:_____

Registering for DemandStar

DEMANDSTAR
Building Communities.

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

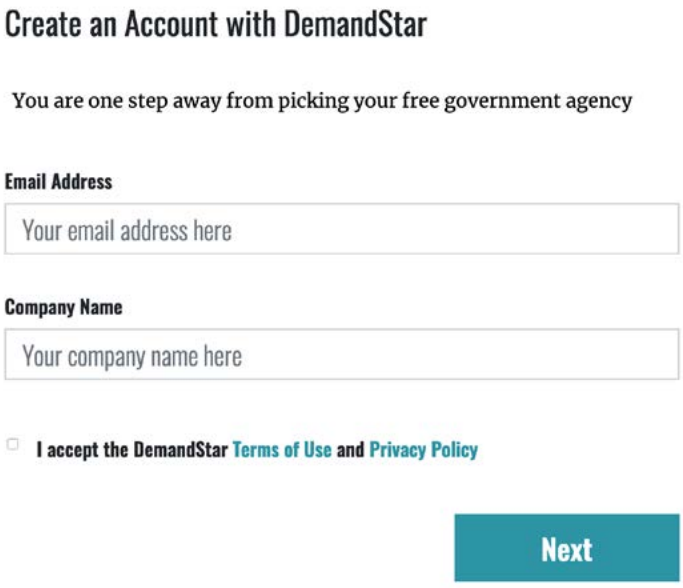
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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206.940.0305

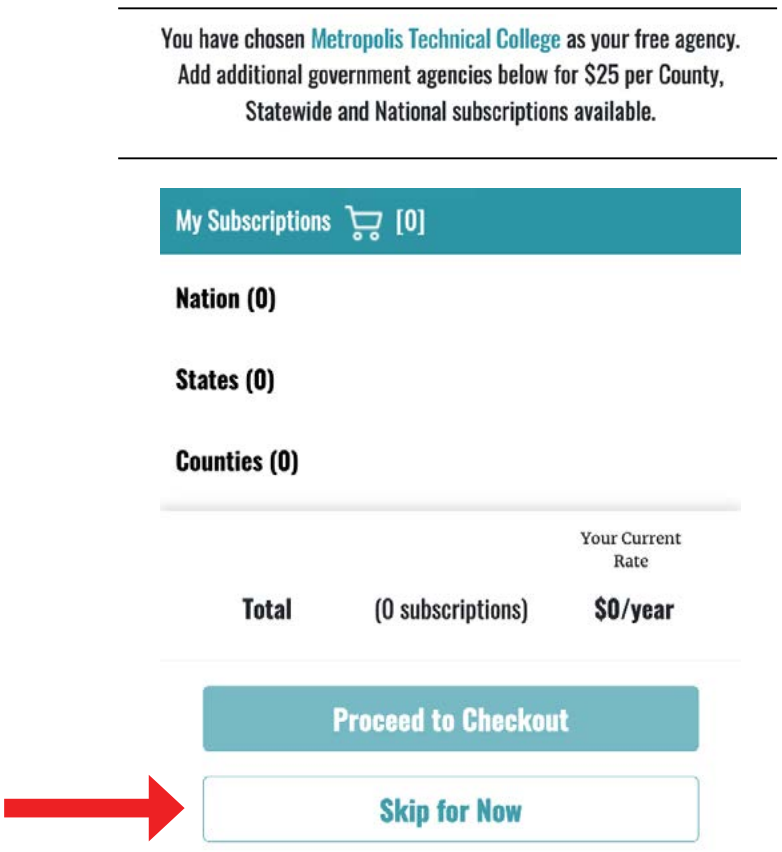
2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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206.940.0305

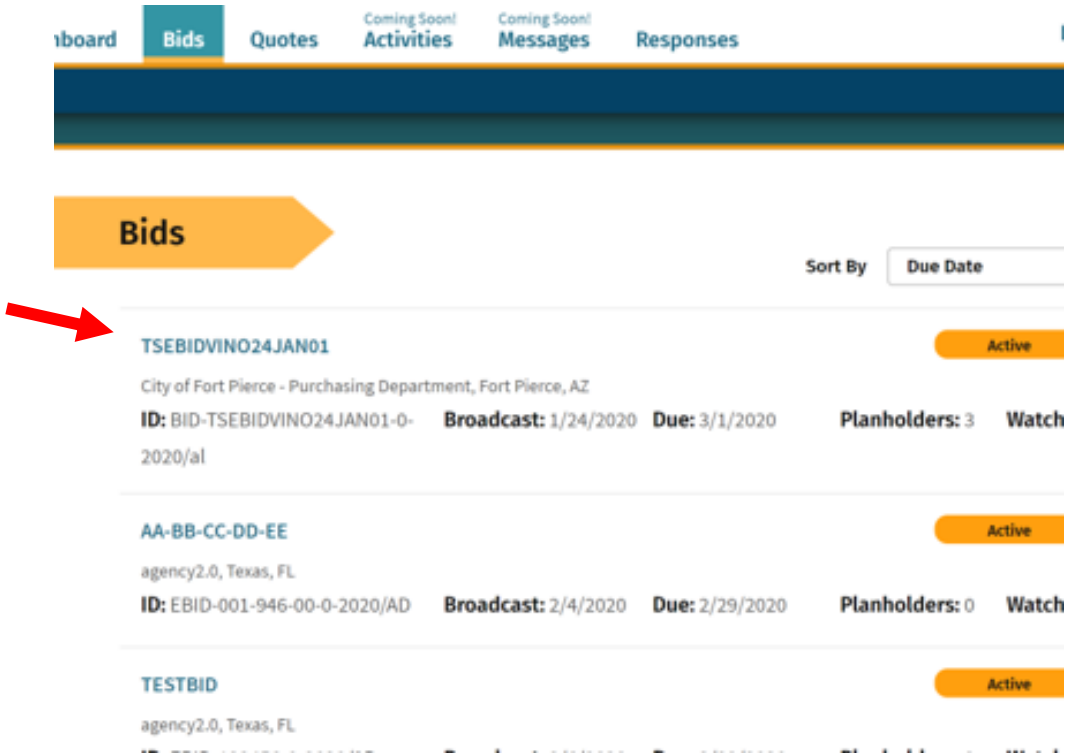
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

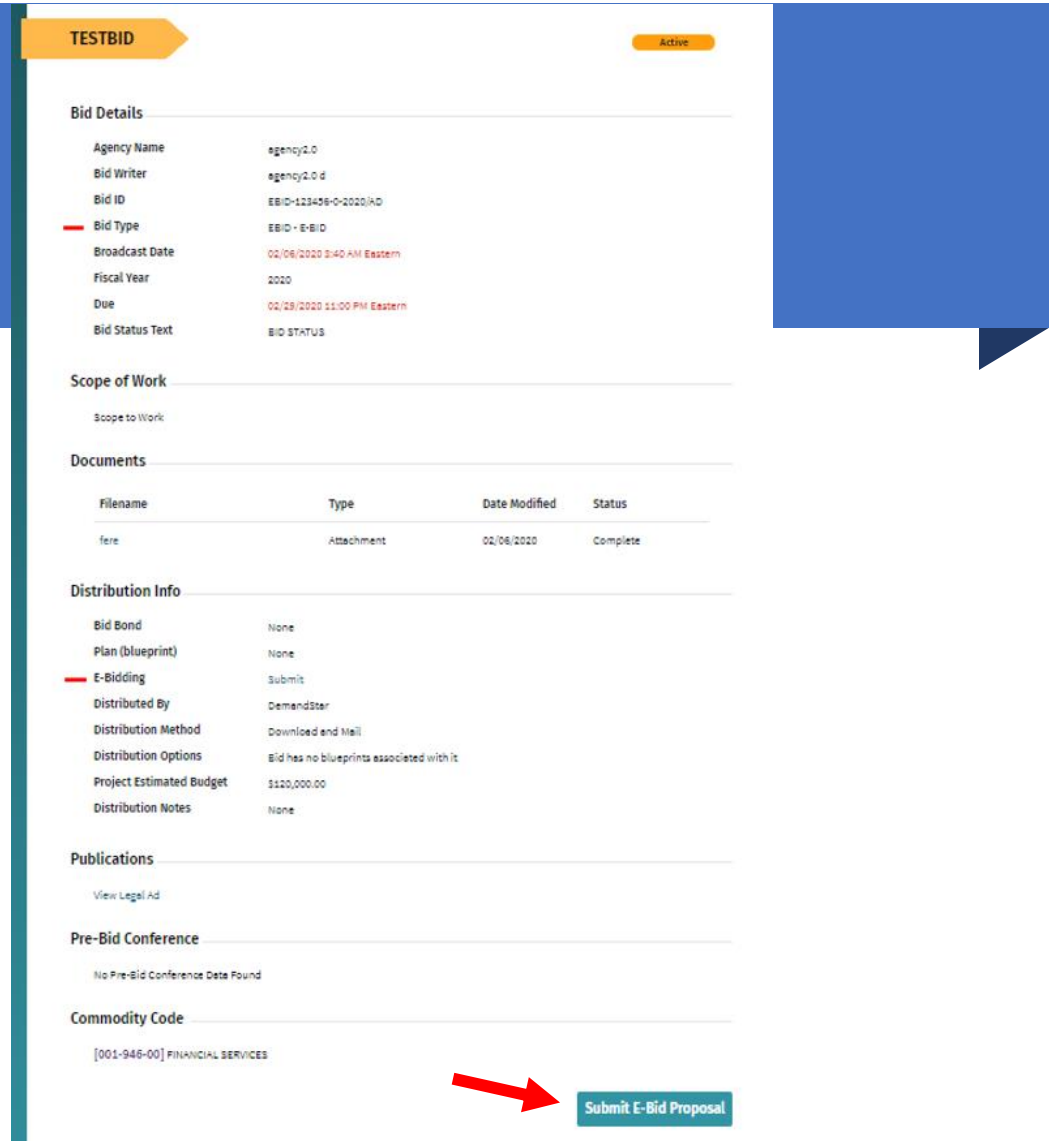
- Click on the solicitation name



Step 2

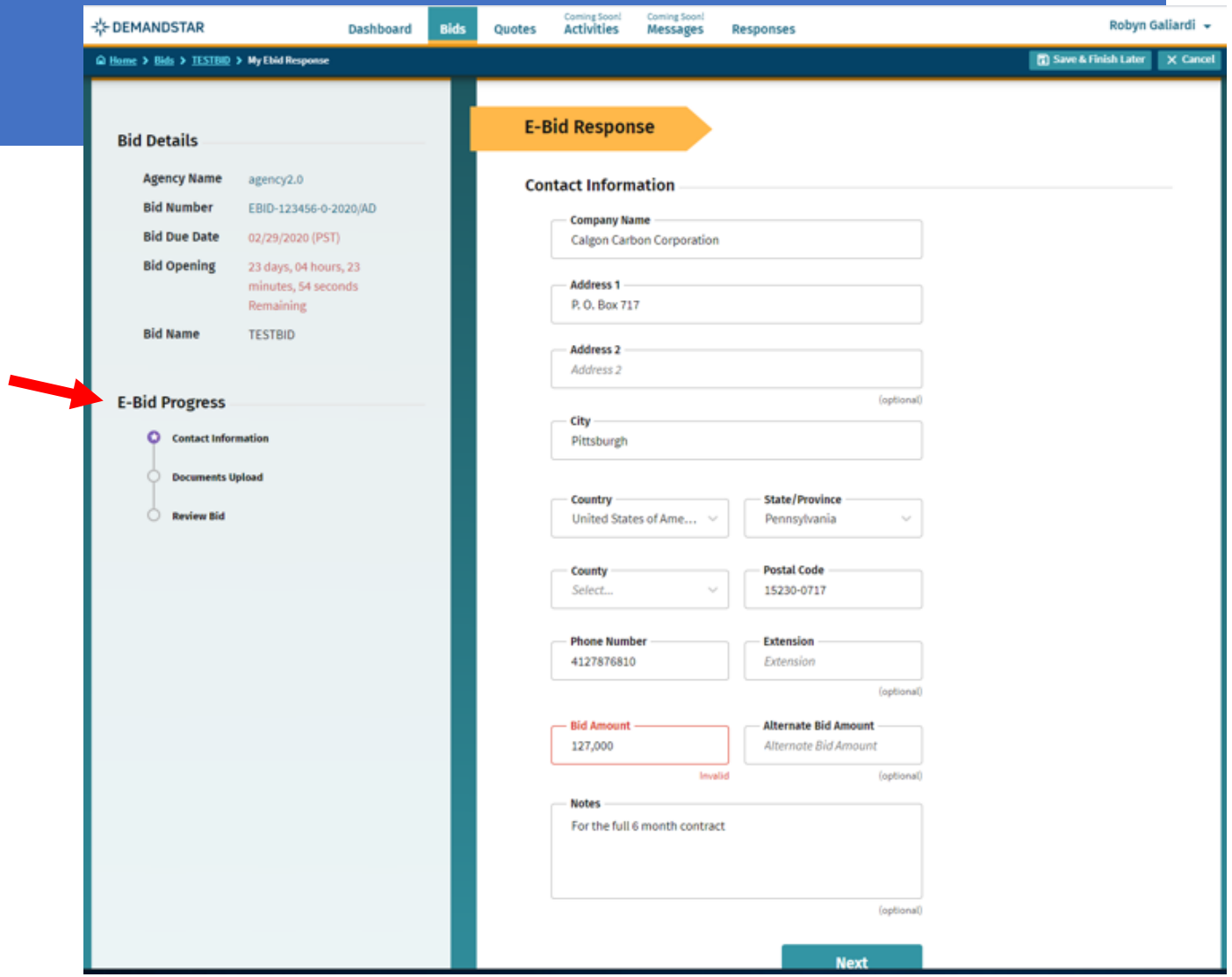
Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”



Step 3

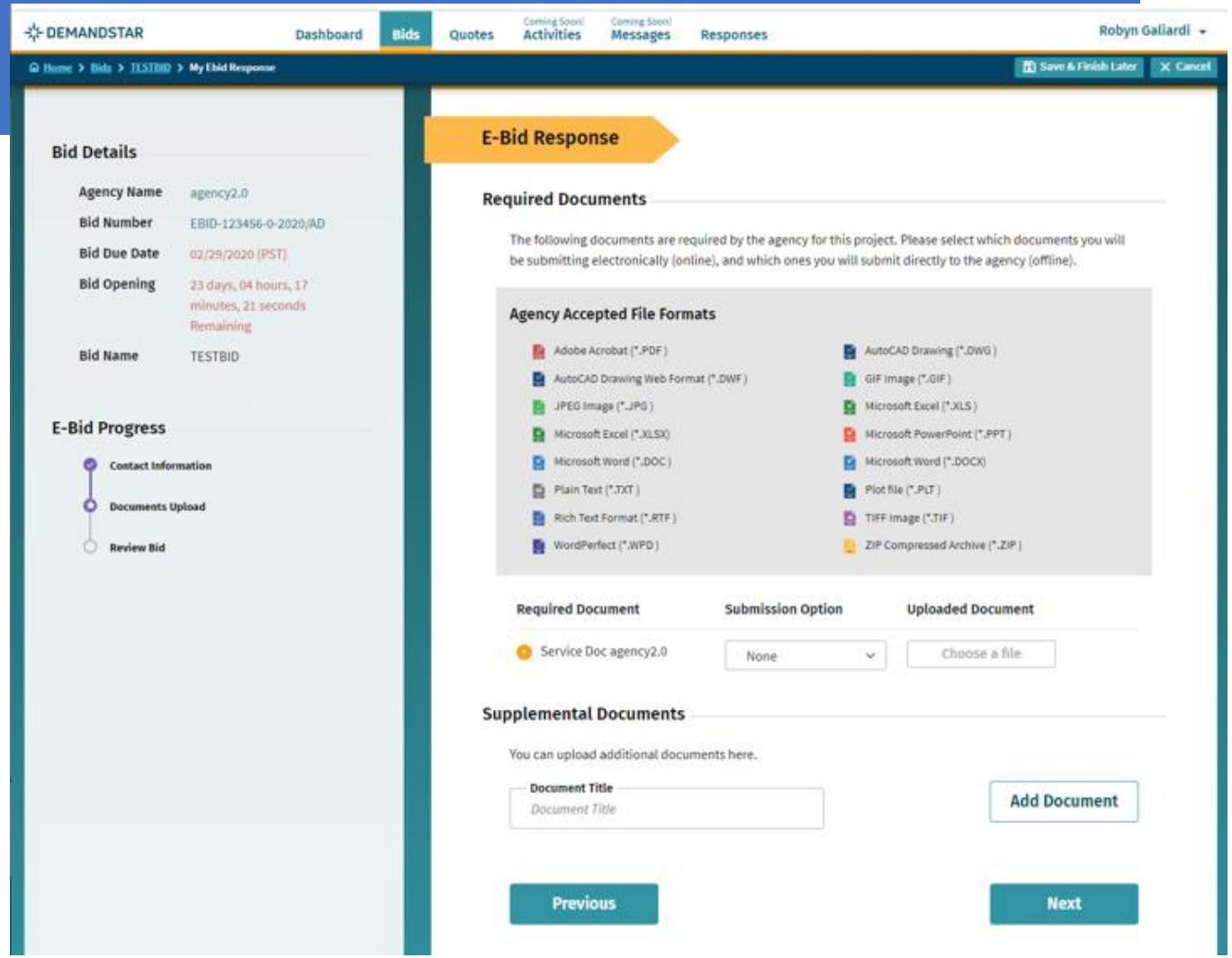
Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



Step 4

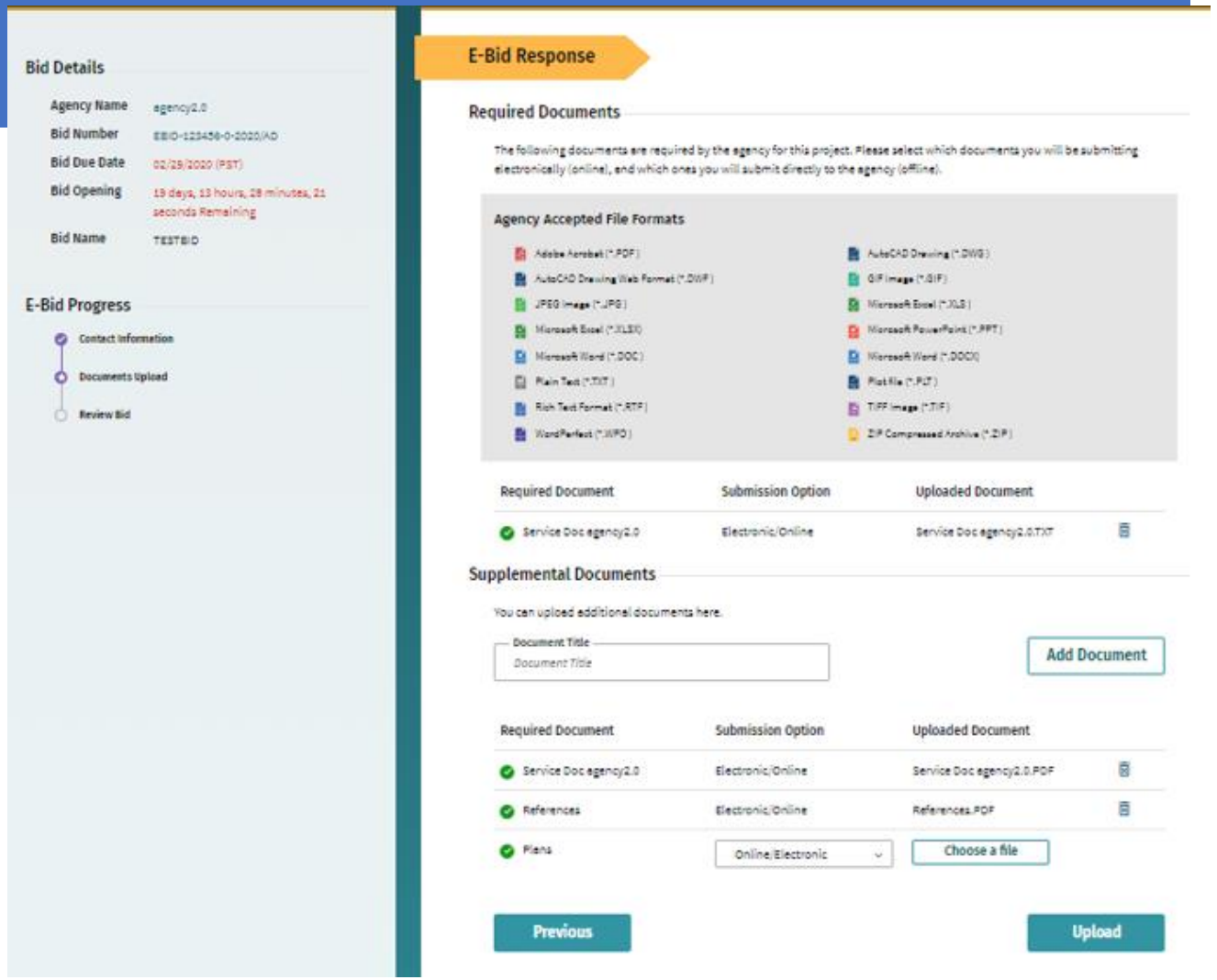
After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 4 continued

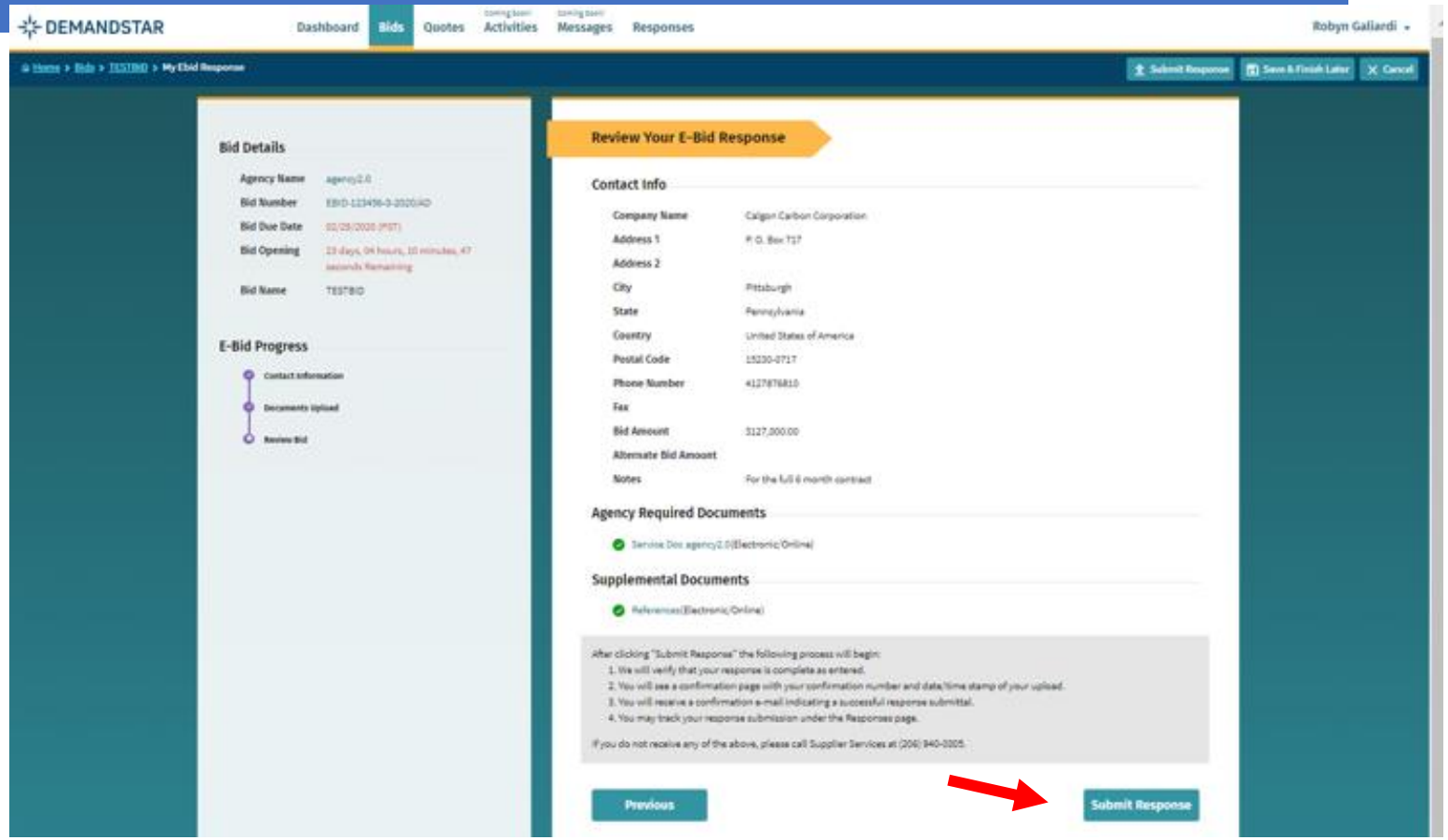
TIP:
There is a place for you to add “Supplemental”, i.e. non-required, documents.



Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:
https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links
(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?

A.1: The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 7.

To: Mayor and Councilmembers

From: Brian K. O'Connor, C.P.M., Procurement Manager

Prepared By: Rebecca Moreau, MPA, NIGP-CPP, CPPB, Procurement Coordinator - Purchasing

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **BID SELECTION** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, QUALIFYING AND AWARDING THE TOP FOUR RANKED PROPOSERS IN RESPONSE TO REQUEST FOR PROPOSALS NO. RM-22-42 STREETS AND SPORTS LIGHTING REPAIR SERVICES, AND AUTHORIZING THE TOWN ADMINISTRATOR OR DESIGNEE TO NEGOTIATE CONTRACTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Executive Summary: The Procurement Division issued RFP-RM-22-42 Streets & Sports Field Lighting Repair Services to obtain qualified and experienced firms to provide streets & sports field lighting repair services.
Proposers were required to provide their approach to the services to include a price proposal, firm's qualifications, experience with governmental entities, client references and past performance. RFP notices were electronically broadcasted to 828 potential suppliers on Demandstar, as well as advertised in the Sun Sentinel, and on the Town's website. On May 12, 2022, the Town took receipt of five (5) proposals:

1. Horsepower Electric Incorporated
2. Metro Contractor Incorporated
3. Imperial Electrical
4. Universal Electric of Florida, Inc.
5. Upright Electrical Services LLC

The Procurement Division conducted an administrative review of the firms. Metro Contractor Incorporated. was disqualified for failure to provide the price proposal form. The Review Committee convened on July 12, 2022 to evaluate the proposals in accordance with the criteria stated in the RFP document. The Review Committee's final decision is to negotiate contracts with the top four (4) ranked pre-qualified firms: 1) Universal Electric of Florida, Inc., 2) Upright Electrical Services LLC, 3) Horsepower Electric Incorporated, and 4) Imperial Electrical.

Key Points:

- The Procurement Division issued RFP-RM-22-42 Streets & Sports Field Lighting Repair Services to obtain qualified and experienced firms to streets & sports field lighting repair services.
- The Review Committee's final decision is to negotiate contracts with the top four (4) ranked pre-qualified firms: 1) Universal Electric of Florida, Inc., 2) Upright Electrical Services LLC, 3) Horsepower Electric Incorporated, and 4) Imperial Electrical.
- The Review Committee Meeting on July 12, 2022 comprised of the following members: Reynaldo Edwards, Franklin “Todd” Evans, and Beatriz Alvarez.

Previous Actions:

Concurrences:

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	To be determined by negotiations
Account name and number:	001.15.124.541-54611-Streets Light Repairs; 001.15.130.539-54613 Other Physical Environment Repairs
If no, amount needed:	
Account name funds will be appropriated from	
Additional Comments	If this item is approved, contracts will be negotiated, with costs included, and go to Council for consideration.

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
1-RESO.docx	1-RESO
2-RFP_Back_Up.pdf	2-RFP Back Up
3-Horsepower_Electric_Incorporated.PDF	3-Horsepower Electric Incorporated
4-Imperial_Electrical.PDF	4-Imperial Electrical
5-Universal_Electric_of_Florida__Inc..PDF	5-Universal Electric of Florida, Inc.
6-Upright_Electrical_Services_LLC.PDF	6-Upright Electrical Services LLC
7-RFP-RM-22-42_Solicitation_w_addendum.pdf	7-RFP-RM-22-42 Solicitation w addendum

NOTICE OF INTENT
RFP# RM-22-42 Streets & Sports Field Lighting Repair Services

Review Meeting Date: July 12, 2022

Reviewer Initials & Score (Right) Proposer Names (Below)	RE	BA	FE	Totals	Proposer Final Ranking
Horsepower Electric Incorporated	3	3	2	8	3
Imperial Electrical	4	4	1	9	4
Universal Electric of Florida, Inc.	1	1	4	6	1
Upright Electrical Services LLC	2	2	3	7	2

The Committee's Recommendation is to: select the top four firms for Council approval and negotiate final agreements for the streets & sports field lighting repair services pool.

Procurement has reviewed and certified the above ranking.

Name: Rebecca Moreau

Signature: Rebecca Moreau Digitally signed by Rebecca Moreau
Date: 2022.07.12 13:43:40 -04'00'

SECTION 5.0 PRICE PROPOSAL FORM

JOB CLASSIFICATION	REGULAR HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	$ 45.00	$ 55.00
Journeyman/Supervisor	$ 45.00	$ 55.00
Apprentice/Helper	$ 30.00	$ 40.00
Laborer	$ 25.00	$ 35.00
Permit Fee Reimbursement	**At Actual Cost**	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or above Bucket Truck	$ 65.00
Crane for 90' Poles	$ 70.00
Auger w/ pole setter 21 ft. digging depth	$ 50.00
Trencher w/ line layer	$ 30.00
Trencher (7 ft. digging depth)	$ 35.00

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage **(Not to exceed 10%)**	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. If requested by the Town, the contractor must return any damaged parts to the Town after performing repairs.
4. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
5. Alternate bids will not be considered unless authorized in the RFP document.

Price Proposal Form Continued on next page

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name:	Imperial Electrical Inc
Authorized Signature:	
Print Name:	Michael Terango
Title:	Pres

Proposer agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	✓	Completed and Signed Price Proposal Form
√	✓	Acknowledgement of Addenda (if any)
√	✓	Local Preference Form (if applicable)
√	✓	Client Reference Form
√	✓	Bidder/Proposer Questionnaire
√	✓	Vendor Registration Form
√	✓	Licenses and/or Certifications (if applicable)
√	✓	Proof of Insurance
√	✓	Business Tax Receipt [Occupational License(s)]
√	✓	State of FL Sunbiz *OR* State Registration (if not required to have State of FL Sunbiz)
√	✓	W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: **Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?**

A.1: **The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.**

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:
Imperial Electrical
Contractor
Michael Tevargo
Authorized Representative (Printed)
Pres
Title
Signature
5-10-22
Date

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE
(Davie Code of Ordinances Sec. 2-329)

****Complete the boxes below as applicable:****

1. ___ My Business is located within the **Town of Davie**.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE*
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes___ No___
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: **Date Issued:**
The business employs _____ (insert a number) full time employees.

2. ✓ My Business is located within **Broward County**.

Legal Name of Firm: Imperial Electrical Inc
Taxpayer ID No.: BL-1101652 Federal # 010635999
Physical Address: *SHALL NOT BE A P.O. BOX OR RESIDENCE* 951 NW 51 Place
Phone Number: 954-325-7133
Email Address: MTerango@AOL.com
Has the business name changed since it was opened in Broward County? Yes___ No✓
If yes, provide the previous business name:
Date your business was established in Broward County: 8/02
Business License Number: BL-1101652 **Date Issued:**
The business employs 12 (insert a number) full time employees.

✓ **I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).**

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: Michael Terango

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of SunRise
Address: 10770 W Oakland Park Blvd
City/State/Zip: SunRise, Fl 33351
Contact: Steve
Title: Parks + Rec
Email Address: Skane @ SunRiseFL.gov
Telephone: 954-478-1990
Scope of Work: Electrical Maitenance Contract
Description of Services Provided: Maintence of Sports, Parking and Street Lighting

2) Name of Client Entity: City of Boca Raton
Address: 201 West Palmetto
City/State/Zip: Boca Raton, Fl 33432
Contact: Wayne Anderson
Title: Facilities Manager
Email Address: WAnderson @ CI.Boca-Raton.Fl.us
Telephone: 561-739-2084
Scope of Work: Electrical Maintenance Contract
Description of Services Provided: Electrical Repairs + New Installation of Parking + Street Lighting

3) Name of Client Entity: Musco Sports Lighting
Address:
City/State/Zip:
Contact: Jason Frucht
Title: Sales Rep South Florida
Email Address: Jason.Frucht @ Musco.com
Telephone: 954-732-5674
Scope of Work: Sports Lighting
Description of Services Provided: Installation & Maintenance of Sports Lighting

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Imperial Electrical Date: 5-10-22

Primary Contact Person for this RFP: Michael Terango

Primary Contact Person Email Address: MTerango@AOL.com

Primary Contact Person Phone Number: 954-325-2133

1. How many years has your firm been in business under its present business name? 20

2. Under what other former name(s) has your firm operated? None

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. None

SOURCE OF INFORMATION SURVEY

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

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

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

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

   Circle all that apply from below list: ____

   a. We do not offer these services or equivalent.
   b. Insufficient time to respond to the solicitation.
   c. Our project schedule would not permit us to perform.
   d. Unable to meet requirements.
   e. Other:

   _____
   _____
   _____

2. Additional remarks:

   _____
   _____
   _____
   _____
   _____
   _____

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: IMPERIAL ELECTRICAL INC

Receipt #: 329-321083
Business Type: ALL OTHERS (STORAGE OF MATERIALS)

Owner Name: IMPERIAL ELECTRICAL INC
Business Location: 5260 NW 10TH TER
FT LAUDERDALE
Business Phone: 9543252133

Business Opened: 11/09/2021
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	3.30	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

IMPERIAL ELECTRICAL INC
5260 NW 10TH TER
FT LAUDERDALE, FL
33309-3165

Receipt #WWW-21-00041218
Paid 11/10/2021 36.30

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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Business Phone: 9543252133

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State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	3.30	0.00	0.00	36.30

Receipt #WWW-21-00041218
Paid 11/10/2021 36.30

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐ Updating Application ☑

Vendor Name:
(Business Name Registered With The State OR Full Name If An Individual)

Imperial Electrical Inc

Mailing Address: 11821 NW 11 St
Plantation, Fl 33323

Remit to Address
(If Different from Mailing Address):

951 NW 51 Place Ft Laud Fl 33309

Contact Name:

Michael Terango

Telephone:

954-375-7133

Federal Tax ID Number:

01-0635999

Fax Number:

Company Email Address:

MTerango@AOL.com

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name	Contact Information
Mike Terango	954-375-7133
Jordan Twist	954-336-1553
Bobby Novak	954-266-9111

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

City of Boca Raton = 2019-006
City of SunRise = 16-18-02 CM
City of Plantation = 072-21
City of FtLaud = ITB 12452-513
City of Lighthouse Point = 2022-003
City of Weston = RFIQ22-001
City of Miami Gardens = 16-17-029
City of Coral Springs = 17-B-008F

Products & Services

In the space provided below please indicate any product or services that your firm provides

See Attached Next Page

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

COMPANY RESUME

To: Town of Davie 3/29/2022

Imperial Electrical specializes in Government, State and Municipal projects ranging from $100 to $2,000,000. We maintain a small to medium size company to allow us to provide a more hands on approach when working with government agencies. From start to finish of any project you work directly with management who will be involved from pricing to final payment. We believe and have had great success with this approach as our track record shows.

Presently we hold maintenance contracts with the City of Sunrise, City of Hollywood, Boca Raton, Town of Davie, Miami Gardens, Town of Pembroke Park, Coral Springs, Cooper City, City of Port St Lucie, and D.O.T. Turnpike Toll Plaza's and Service Plaza's which are one year up to 3 year contracts. We are on our twelfth year with the City of Sunrise and fifteenth year with DOT Turnpike Maintenance and Emergency Service from Ft Pierce to Homestead. Broward County has selected our company as one of seven approved electrical contractors for small project vendor list. We have been doing business with Broward County for over 15 years on projects from $1000 to $1,000,000 and have established a quality reputation with this agency.

We have a division within the company that primarily does sports lighting maintenance and installation for the past 20 years. Our equipment is all owned and operated by Imperial Electrical to provide the quality and timely installation and service of sports lighting to our customers.

We also offer design build services from engineering to design and development. Many of our projects have been redesigned and value engineered by our company to provide cost savings and bring projects to within budget.

Please find the attached list of some completed projects for Government agencies that we have completed recently.

Ownership Disclosure

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

Full Legal Name	Address	Ownership %
Michael Terango	11871 NW 11 St Plantation	50
Tracy Terango	11871 NW 11 St Plantation	50

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

Full Legal Name	Address

3. The officers of the Corporation are as follows:

	Name	Address
President:	Michael Terango	11871 NW 11 St Plantation
Vice President:		
Secretary:	Tracy Terango	11871 NW 11 St Plantation
Treasurer:		
Registered Agent:		

TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Imperial Electrical does not:
Company Name

1. Participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel list; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☑

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters
TO BE COMPLETED BY PROSPECTIVE VENDOR

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

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

Affirm: ☑

E-VERIFY FORM

Company/FirmName: Imperial Electrical Inc

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

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

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By executing this form, I, Michael Terango, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm: ☒

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST

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

Please indicate below if there is a Conflict Of Interest.
(Please select one option)

☐ YES ☒ NO

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

Name:	Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed
Michael Terango Pres

Authorized Signature

Date
5-10-22

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TERANGO, MICHAEL ANDREW

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13007820

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darcy Silver	
Townsend Insurance Services, LLC 5931 NW 61st Manor Parkland FL 33067	PHONE (A/C, No, Ext): (954) 764-9099	FAX (A/C, No): (954) 960-6357
	E-MAIL ADDRESS: darcy@tisinsfl.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nationwide Ins Co Of Amer	25453
INSURER B :	Nationwide Mutual Insurance Company	23787
INSURER C :	FFVA Mutual Insurance Co	31321
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Imperial Electrical Incorporated 11821 NW 11th Street Plantation FL 33323

COVERAGES **CERTIFICATE NUMBER:** CL21101502166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ACP CG013210172897	10/22/2021	10/22/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACP CU043210172897	10/22/2021	10/22/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0032839-2021A	10/22/2021	10/22/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Builders' Risk			ER73879881	06/24/2021	06/24/2022	Installation Limit	$456,750

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Progressive
P.O. Box 94739
Cleveland, OH 44101

1-800-895-2886

PROGRESSIVE COMMERCIAL

Policy number: 02803122-1
Underwritten by:
PROGRESSIVE EXPRESS INS COMPANY
May 12, 2022

Certificate of Insurance

Certificate Holder

TOWN OF DAVIE
6591 ORANGE DRIVE
DAVIE, FL 33314

Insured

IMPERIAL ELECTRICAL
INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE, FL 33309

Agent/Surplus Lines Broker

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 22, 2021 Policy Expiration Date: Oct 22, 2022

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	$50,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	$10,000 W/WORKERS COMP - NAMED INSURED ONLY

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 FORD F350 SUPER DUTY 1FDRF3G65BEA64473			
		Stated Amount	$19,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2013 INTL 430 3HAMMAAN2DL153991			
		Stated Amount	$35,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2013 CHEVROLET EXPRESS CUTAWAY 1GB0G2CG5D1176238			
		Stated Amount	$15,000
COMPREHENSIVE	$1,000 DED		
COLLISION	$1,000 DED		
2012 INTL 750 1HTWWAZT8CJ411658			
		Stated Amount	$100,000

Continued

COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED

2013 CHEVROLET EXPRESS CUTAWAY 1GB0G2CG8D1106281

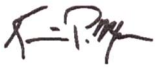
Stated Amount $15,000

COMPREHENSIVE	$1,000 DED
COLLISION	$1,000 DED

Certificate number

13222NET122

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (10/02)

CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2021-2022

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BL-1101652 **Business Name:** TERANGO,MICHAEL ANDREW

Business Address: 951 NW 51 PL

MICHAEL ANDREW TERANGO
IMPERIAL ELECTRICAL INC
11821 NW 11 ST
PLANTATION FL 33323

TAX CATEGORIES

406309 ELECTRICAL CONTRACTOR

Contact: MICHAEL ANDREW TERANGO
Business Email: Mterango@Aol.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email [illegible] and include the Business ID #
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than $3.00, no more than $25.00.
- If you have sold your business, please email a copy of the Bill of Sale to [illegible] and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than $3.00, no more than $25.00

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.



Detail by Entity Name

Florida Profit Corporation
IMPERIAL ELECTRICAL INCORPORATED

Filing Information

Document Number	P02000017808
FEI/EIN Number	01-0635999
Date Filed	02/13/2002
State	FL
Status	ACTIVE

Principal Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Mailing Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Registered Agent Name & Address

TERANGO, TRACY L
951 NW 51 Place
Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

Officer/Director Detail

Name & Address

Title D

TERANGO, TRACY L
11821 NW 11TH ST.
PLANTATION, FL 33323

Title P

TERANGO, MICHAEL A

11821 NW 11 ST
PLANTATION, FL 33323

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/11/2021
2022	01/25/2022

Document Images

01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
02/05/2016 -- ANNUAL REPORT	View image in PDF format
01/05/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/15/2007 -- ANNUAL REPORT	View image in PDF format
01/03/2006 -- ANNUAL REPORT	View image in PDF format
01/26/2005 -- ANNUAL REPORT	View image in PDF format
01/13/2004 -- ANNUAL REPORT	View image in PDF format
01/16/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- Domestic Filing	View image in PDF format

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Imperial Electrical Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11821 nw 11 street

Requester's name and address (optional)

Town of Davie

6 City, state, and ZIP code

Plantation, Fl 33323

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	6	3	5	9	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 5-10-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ADDENDUM TO RFP DOCUMENTS

SOLICITATION RFP No. RM-22-42 Streets & Sports Field Lighting Repair Services

ADDENDUM No. 1 **RFP DUE DATE** 2:00 PM EST ON 05/12/2022 **TODAY'S DATE** 4/22/2022

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFI:

Q.1: Please advise if the pre bid meeting would be at 10:00PM or 10:00AM?

A.1: The time for the Non-Mandatory Pre- Proposal Conference is incorrect on the RFP Cover Page. Please note the CORRECT TIME is: 10:00 AM EST.

A Non-Mandatory Pre-Proposal Conference will be held on Friday, April 29, 2022, at 10:00 AM EST via conference call or via online meeting.

Meeting Information
Meeting link:
https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m77bd4333754283c7cc0131674d2e4ee6
Meeting number:
2341 838 1307
Password:
J3FkaNzdM32 (53352693 from video systems)

Join by video system
Dial 23418381307@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
+1-408-418-9388 United States Toll
Access code: 2341 838 1307

Reviewed by:

Brian K. O'Connor, Procurement Manager

Digitally signed by Brian K. O'Connor, Procurement Manager
Date: 2022.04.22 14:16:50 -04'00'

Procurement Manager
Procurement Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

Town of Davie
Contract Summary & Routing Form

Requesting Department Information	Vendor Information
Department: Public Works	Vendor: Imperial Electrical, Inc
Primary Contact Name: Reynaldo Edwards	Contact Name: Michael Terango
Primary Contact E-Mail: Reynaldo_Edwards@davie-fl.gov	Vendor Address: 11821 NW 11th Street, Plantation, Florida 33323
Secondary Contact Name: Beatriz Alvarez	Vendor Phone: 954-325-2133
Secondary Contact E-Mail: Beatriz_Alvarez@davie-fl.gov	Vendor E-Mail: mterango@aol.com
Department Phone: 954-797-1216	Vendor #: 2282

Required Information
1.) Type of Agreement: Service Agreement
2.) What method of procurement is this agreement related to? Method of Procurement: Request for Proposal/Qualification RFP/RFQ# RM-22-42
3.) Is this a Town initiated agreement? ☑ Yes ☐ No
4.) Does this agreement replace an existing contract? ☐ Yes ☑ No
5.) Briefly Explain the purpose or description of the scope of service of this contract and provide background information: This agreement is to furnish all materials, labor, supervision, and transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide street light repair and installation, and sports field light repair services throughout the Town of Davie.
6.) Is Insurance Required? ☑ Yes ☐ No **Provide Certificate of Insurance with the contract**
7.) Term of agreement: 2 Years 0 Months 0 Days Are there extensions? ☑ Yes ☐ No How many? 2 Additional terms of 2 years
8.) Can this agreement be terminated for convenience? ☑ Yes ☐ No

9.) Total estimated annual value of contract: $ 100,000.00	Paid to: ☐ Town ☑ Vendor
10.) Payment Method: Purchase Order	
11.) Is this a Budget Item? ☑ Yes ☐ No Account Number(s): Account Number: 001.15.124.541-54611 Account Number: 001.15.130.539-54613 Account Number: TBD	
12.) Do Late fees apply? ☐ Yes ☑ No	

Authorization			
Form Prepared By: Reynaldo Edwards	Signature: Reynaldo Edwards	Digitally signed by Reynaldo Edwards Date: 2022.09.28 11:59:32 -04'00'	Date: 9/28/2022
Department Director Signature:	Osdel Fernandez-Larrea	Digitally signed by Osdel Fernandez-Larrea Date: 2022.10.07 08:33:53 -04'00'	Date:
Department Director Signature:			Date:
Procurement Buyer Signature:	Rebecca Severe	Digitally signed by Rebecca Severe Date: 2022.10.14 14:11:14 -04'00'	Date: 10/14/22
Town Attorney Signature:	Philip Sherwin	Digitally signed by Philip Sherwin Date: 2022.10.19 09:17:59 -04'00'	Date: 10/19/22
Procurement Manager Signature:	Brian K. O'Connor	Digitally signed by Brian K. O'Connor Date: 2022.10.19 10:02:23 -04'00'	Date: 10/19/22
Town Administrator Signature:	Richard J. Lemack	Digitally signed by Richard J. Lemack Date: 2022.10.24 12:03:51 -04'00'	Date: 10/24/22

PROCUREMENT STAFF ONLY	
Date Sent To Town Attorney	10/14/22
Date Returned From Town Attorney	10/19/22
Date Sent Back To Procurement Manager	10/19/22
Date Returned From Procurement Manager	10/19/22
Date Sent To Town Administrator	10/19/22
Date Returned From Town Administrator	10/24/22
Date Sent Back To Department For Town Council Approval	10/24/22
Date Of Town Council Approval	TBD
Resolution Number	TBD
Date Sent To Vendor	TBD
Date Entered Into Contract Database	TBD

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 11.

To:	Mayor and Councilmembers
From:	Osdel Fernandez-Larrea: Public Works & Capital Projects Director
Prepared By:	Jasmine Carter: Administrative Aide - Public Works
Subject:	Resolution
Affected District:	Town Wide
Item Request:	Schedule for Council Meeting
Title of Agenda Item:	**CONTRACT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED CONTRACT AGREEMENT RFP NO.RM-22-42 FOR STREETS AND SPORTS FIELD LIGHTING REPAIR SERVICES WITH IMPERIAL ELECTRICAL, INC.; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Executive Summary:	The Town, through resolution R 2022-137, qualified and awarded Imperial Electrical, Inc. and authorized the Town Administrator or his designee to negotiate a contract agreement for street and sports field lighting repair services. Staff negotiated a contract agreement with Imperial Electrical, Inc. and after review, the Town Council wishes to accept the negotiated contract agreement with Imperial Electrical, Inc. The annual estimated cost for this item is $157,000.
Key Points:	• The Town Council hereby accepts the contract agreement. RFP NO. RM-22-42 for Streets and Sports Field Lighting Repair Services to Imperial Electrical, Inc. • The Town Council hereby authorizes expenditures of funds over $65,000 per year in accordance with the awarded contract unit prices, on an as-needed basis. Funding will come from approved Town accounts, depending on usage within the established budgets. • The initial term of the contract agreement is for two (2) years from execution of the agreement. The Town reserves the right to extend the contract for two (2) additional two (2) years term, if both parties agree to the same pricing, terms, and conditions. The contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the Town. Any contract extensions will be handled administratively.
Previous Actions:	R 2022-137
Concurrences:	

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	Approximately $157,000 per year dependent on usage within the established budget.
Account name and number:	Various Approved Town Accounts
If no, amount needed**:**	
Account name funds will be appropriated from	
Additional Comments	Available budgeted funding must be identified prior to going forward with any purchase or expense.

Recommendation: Motion to approve

Strategic Goals This Item Supports:
Respecting and promoting Diverse and Sustainable Community and Neighborhood Value with consideration of our historic roots, Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Creating an Environment that is Conducive to Innovation, Creativity, and Collaboration, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
Imperial_Resolution.docx	Resolution
R_2022-137.pdf	1- Previous Action & Information
RFP_Opening_Report_2.pdf	2- RFP Opening Report
Imperial_Agreement.pdf	3- Agreement w. Tabulation
Notice_of_Intent_22-42.pdf	4- Notice of Intent
Imperial_Electrical.PDF	5- Imperial Electrical, Inc

	Imperial_Electrical.PDF	5- Imperial Electrical, Inc.
	RFP-RM-22-42_Addendum_No._1.pdf	6- Addendum
	Contract_Summary_Form-Imperial_Electrical..pdf	7-Contract Summary