

Our Mission Statement
To be the nation's premier community in which to
live, work, and raise a family.

DATE: January 26, 2010

RFP NO. 10-B-035

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**FURNISH/INSTALL FIRE ALARM SYSTEM @
THE CORAL SPRINGS AQUATICS COMPLEX**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, February 16, 2010. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Art Resnik
Purchasing Agent II

I. STATEMENT OF THE WORK

- A. Objective: Furnish/install a new fire alarm system at the Coral Springs Aquatics Complex.

II. SCOPE OF SERVICES

The City of Coral Springs Aquatics Complex, located at 12441 Royal Palm Blvd., is requesting proposals from a certified fire alarm installer to furnish and install a new fire alarm system for the buildings located on this site.

The current fire alarm system is outdated and needs to be replaced by one that meets the current code for fire alarm systems for buildings to be protected.

The main panel and annunciator are in the administration building. It ties into all the buildings at the complex. The current system is a Sensiscan 2000 and ATI annunciator panel.

The budget established for this project is \$30,000. The proposer should propose the best suited system for this location and remain within this budget. Submitted proposal must include all equipment, materials, labor, transportation, supervision, inspections, etc. to complete this project.

Site visits may be made Monday thru Friday, 8:00 a.m. to 4:00 p.m. contact Charlie Gumula at 954 345-2124 with all inquiries.

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services and type, model, brand of fire alarm system proposed inclusive. Include details of your approach and work plans. A brief statement must be included which explains why your approach, plan and fire alarm system would be the most effective and beneficial to the City of Coral Springs.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of fire alarm system installation will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Provide the qualifications, experience, etc., of the people that will be involved with this project.

3. References

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each project listed, include the name and telephone number of a

representative for whom the project was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for completion of services in accordance with your technical proposal.

5. Proposal Copies

Submission of three (3) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Agent's name and title.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offeror as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	40
Firm Qualifications	20
References	10
Price	30

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	1/26/10
2. Pre-Proposal Conference	N/A
3. Opening of Proposals	2/16/10
4. Proposal Evaluations	Week of 2/22/10
5. Contract Negotiations	Week of 3/1/10
6. Award of Contract	3/16/10

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.

VII. AWARD OF CONTRACT

The contract shall be awarded to the responsible Offeror whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO.: 10-B-035
**FURNISH/INSTALL FIRE ALARM SYSTEM AT THE CORAL SPRINGS AQUATICS
COMPLEX**

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

- 2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the work and any local conditions that may affect the work to be done and the equipment, materials, parts and labor required.

4. SPECIFICATIONS

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission

from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.
- 4.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Offeror may offer any brand that meets or exceeds the specifications for any item(s). If a Proposal is based on equivalent products, indicate on the Proposal the manufacturer's name and catalog number. Offeror shall submit with his Proposal complete, descriptive literature and/or specifications. The Offeror should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Offeror fails to name a substitute, it will be assumed that he is bidding on and he will be required to furnish goods identical to Proposal standards.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coral Springs.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) and may be obtained from the manufacturer. The MSDS must include the following information:

- 9.1.1 The chemical name and the common name of the toxic substance.
- 9.1.2 The hazards or other risks in the use of the toxic substance, including:
 - (a) The potential for fire, explosion, corrosivity and reactivity;
 - (b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (c) The primary routes of entry and symptoms of overexposure.
- 9.1.3 The proper precautions, handling practices, necessary personal protective

equipment, and other safety precautions in the use of exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

9.1.4 The emergency procedure for spills, fire, disposal and first aid.

9.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

9.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9.2 Offeror warrants that the commodities supplied to CITY shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

10. CONFLICT OF INTEREST

10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

11.1 The following is a summary of documents, which are to be submitted by the Offerors:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
- (h) Proposal security if required by the Special Conditions to the Instructions to Offerors.

12. SUBMISSION OF PROPOSALS

12.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

- 12.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 12.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "PROPOSAL FOR **FIRE ALARM SYSTEM @ AQUATICS COMPLEX** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 12.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 12.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

13. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal

opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

- 13.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

14. REJECTION OF PROPOSALS

- 14.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 14.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

15. AWARD OF CONTRACT

- 15.1 The Contract may be awarded by CITY's Commission to the most responsible and responsive Offeror for the Proposal whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Offeror.
- 15.2 The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

16. QUALIFICATIONS OF OFFERORS

- 16.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 16.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 16.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.
- 16.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

17. ENVIRONMENTAL REGULATIONS

- 17.1 City reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

18. INSURANCE

- 18.1 Offeror should submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.
- 18.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.
- 18.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which

must include the following coverages and minimum limits of liability:

- (a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

18.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled,

materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 18.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 18.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 18.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 18.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 18.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 18.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 18.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

19. INDEMNIFICATION

- 19.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or

independent contractors pursuant to or in the performance of the Contract.

19.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

19.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

19.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

20. RISK OF LOSS

20.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

21. CONTRACT TIME

21.1 The work to be performed under the Contract shall be commenced upon issuance of Purchase Order.

21.2 The number of days within which the work is to be completed or goods are to be provided is to be determined consecutive calendar days from the date of the commencement of the Contract time.

21.3 By virtue of the submission of his Proposal, Offeror agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Offeror agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

22. WARRANTIES

- 22.1 Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 22.2 Warranty of Material and Workmanship: Successful Offeror warrants all material and workmanship for a minimum of to be determined from date of completion and acceptance by CITY. If within to be determined after acceptance by CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract documents, Successful Offeror shall promptly after receipt of a written notice from CITY to do so, promptly correct the work unless CITY has previously given Successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Contract.
- 22.3 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.
- 22.4 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.
- 22.5 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 22.6 Successful Offeror warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 22.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 22.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

23. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 23.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color,

sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

24. TAXES

24.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

25. PERMITS, FEES AND NOTICES

25.1 Successful Offeror shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.

25.2 Successful Offeror shall use his best efforts to obtain all the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the Purchasing Administrator without delay.

26. TERMINATION FOR CAUSE AND DEFAULT

26.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

27. TERMINATION FOR CONVENIENCE OF CITY

27.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to

any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

28. AUDIT RIGHTS

28.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

29. DELAYS AND EXTENSIONS OF TIME

29.1 The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

29.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the CITY by reason of any delays.

30. ASSIGNMENT

30.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

30.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

31. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

32. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

33. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a bidder is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the bidder.

If a bidder downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective bidder's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective bidder is provided to the prospective bidder. It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

**PROPOSAL FORM FOR FURNISH/INSTALL FIRE ALARM SYSTEM @
THE CORAL SPRINGS AQUATICS COMPLEX
REQUEST FOR PROPOSAL NO. 10-A-035**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all labor, services, and supervision for the work describes as follows:

FURNISH/INSTALL FIRE ALARM SYSTEM @ THE CORAL SPRINGS AQUATICS COMPLEX

6. Offeror will complete the work as described in the RFP for the following price:

Furnish/install Fire Alarm System @ Aquatics Complex \$

Warranty time period for: Parts years

Labor years

7. Offeror agrees that the work will be completed and ready for final payment within ____ () calendar days from the date of Contract Commencement (issuance of Purchase Order).
8. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____
Addendum No. _____ Date _____

Addendum No. _____ Date _____

9. The following documents are attached to and made as a condition to this Proposal:
- (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Offerors.
10. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.
11. The correct legal name of Offeror is: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____
Fax No.: _____
Social Security No. or Federal I.D. No.: _____
E-mail Address: _____
12. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____
Fax No.: _____
Submitted on _____, 201__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____,
201__, by _____ who is personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201_.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day
of _____, 201__.

Printed Name of Partnership

By: _____

Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) who is personally known to me
or who has produced _____ as identification and who did (did not)
take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public; Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__,
by _____ (Name), _____ (Title) of
_____ (Name of Company) on behalf of the corporation,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name) The duly elected _____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid,
Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its
own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the
foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says
that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid 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;
- (5) The price or prices quoted in the attached Bid 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, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 201____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY:_____

NAME_____

ADDRESS: _____

TELEPHONE NO._____

FAX NO._____

E-MAIL ADDRESS:_____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:_____

The address of the principal place of business is:_____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation:_____

b. State of Incorporation:_____

c. President's name:_____

d. Vice President's name:_____

e. Secretary's name:_____

f. Treasurer's name:_____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization:_____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:_____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____
9. Have you personally inspected the site of the proposed work?
(Y) _____ (N) _____
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

REFERENCES

In order to receive Proposal Award consideration on the proposed RFP, it is a requirement that the following "Information Sheet" be completed and returned with your proposal. This information may be used in determining the RFP Award for this contract.

PROPOSER (COMPANY NAME): _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

NUMBER OF YEARS IN BUSINESS: _____ YEARS

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ () _____

CONTACT PERSON: _____ TITLE: _____

DATE PRODUCTS SOLD: _____

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 201__, by and between:

CITY OF CORAL SPRINGS

9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "OWNER")

&

(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, attached hereto and made a part hereof, consist of the Request for Proposal, Proposal Form, Contractor's Proposal (including documentation accompanying Proposal and post Proposal documentation submitted prior to the Notice of Award), Qualifications Statement, Contract, Addenda, the record of the Contract award by Owner's City Commission, and any additional documents which are required to be submitted under the Cotntract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

- 2.1 The CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

FURNISH/INSTALL FIRE ALARM SYSTEM @
THE CORAL SPRINGS AQUATIC COMPLEX

ARTICLE 3

CONTRACT TIME

- 3.1 **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Purchase order and, subject to authorized adjustments, shall be ready for final payment within _____ (____) calendar days from the date of Contract Commencement.

ARTICLE 4

CONTRACT SUM

- 4.1 The OWNER shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ DOLLARS (\$_____).

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the CITY or Contract Documents. Each requisition shall be submitted to the CITY for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the CITY of the CONTRACTOR's requisition for payment.

- 5.2 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.2.1 Defective work not remedied.
 - 5.2.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.2.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.2.4 Damage to another contractor not remedied.
 - 5.2.5 Liability for liquidated damages has been incurred by the CONTRACTOR.
 - 5.2.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - 5.2.7 Reasonable evidence that the work will not be completed within the Contract Time.
 - 5.2.8 Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the OWNER which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final approval has been issued by the CITY.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 7.2 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.3 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless OWNER shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 201__.

CITY OF CORAL SPRINGS, FLORIDA

Scott J. Brook, Mayor

ATTEST:

Peter Richardson, City Clerk

APPROVED AS TO FORM:

Rhoda Glasco-Foderingham,
Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the ____ day of _____, 201____, by Peter Richardson and Scott J. Brook, City Clerk and Mayor, respectively.

NOTARY PUBLIC
SEAL OF OFFICE

Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned. Individuals who signed are:

- ☐ Personally known to me, or
☐ Produced identification:

(type of identification produced)

CONTRACTOR

State of: _____
County of: _____

On this, the ____ day of _____, 201_, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

Notary Public, State of _____

Printed, typed or stamped name of Notary Public
exactly as commissioned

☐ Personally known to me, or

☐ Produced identification:

(type of identification produced)